## **NOTICE OF SUBSTITUTE TRUSTEE'S SALE OF REAL ESTATE**

WHEREAS, on April 20, 2017, CRAIG WILLIS (now deceased) and et. ux., by Deed of Trust of record in Trust Deed Book 660, at Page 439, in the Register's Office of Carroll County, Tennessee, conveyed the following described property in trust to secure the payment of a Promissory Note in the original principal amount of Seventy Three Thousand Five Hundred Five and 04/100 Dollars (\$73,505.04), payable to CENTENNIAL BANK; and

WHEREAS, the undersigned was appointed Substitute Trustee by Centennial Bank, which appointment will be recorded in the Register's Office of Carroll County, Tennessee prior to the deed evidencing this sale; and

WHEREAS, default has been made in the payment of said indebtedness and other provisions of the Deed of Trust have been violated, and CENTENNIAL BANK, the lawful owner and holder of the indebtedness, has declared the entire amount due and payable as provided by the Deed of Trust in accordance with its terms, and instructed the undersigned to foreclose.

NOW, THEREFORE, the public is hereby notified that the undersigned Substitute Trustee will sell the hereinafter described real estate at public auction, to the highest and best bidder, for cash in hand paid, at the east door of the Courthouse at Huntingdon, Carroll County, Tennessee, on Wednesday, October 23, 2019, at 4:00 o'clock p.m., said property to be sold in bar of the equity of redemption and subject to the lien of all special assessments against it. If the highest bidder cannot pay the bid within a reasonable time to be announced at the sale, the next highest bidder will be deemed the successful bidder.

Lying, and being situate in the 22nd Civil District of Carroll County, Tennessee, bounded and described as follows; to-wit:

BEGINNING at an iron pin on the east margin of Blackburn Road and Carey Hamlin's S-W corner, thence S 74° 45′ E, 229.5 feet along Hamlin's south line to an iron pin in fence; thence S 23° 56′ 20″ W, 150.07 feet along fence to an iron pin; thence N 74° 45′ W, 229 feet to an iron pin on east margin of Blackburn Road; thence N 23° 45′ E, 150 feet to the point of beginning, containing 0.78 acres more or less. (Description taken from prior deed of record)

As surveyed by Samuel K. Carrell, Tennessee Registered Land Surveyor, License No. 606-349 on September 23, 1996.

This conveyance is subject to the following restrictive covenants which shall run with the land:

- No mobile homes or similar temporary structures shall be placed on the property or used in connection with the property.
- 2. The property shall be used for residential purposes only and for single family dwellings only.
- 3. No building shall be placed within 100 feet of the right-of-way of Blackburn Road.

It being the same property as that described in a Warranty Deed from Harold Wray Beasley and wife, Margaret Beasley, to Craig T. Willis and wife, Sheila G. Willis, dated September 30, 1996, and of record in Deed Book 283, page 417, Register's Office of Carroll County, Tennessee.

Craig T. Willis acquired the interest of Sheila G. Willis in the Marital Dissolution Agreement of the parties approved and ordered by the Court in the divorce styled; Sheila Gale Willis vs. Craig Tyrone Willis, Madison County Chancery Court, Docket No. 69789, a copy of said Final Decree of Divorce being of record in Warranty Deed Book 389, at Page 577, in the Register's Office of Carroll County, Tennessee. Craig T. Willis died intestate, a resident of Carroll County, on June 20, 2019, and under the laws of intestate succession, his heirs-at-law became the owners of said property.

Map 016, Parcel 050,16

The street address of the above described property is believed to be 348 <u>Blackburn Rd., McKenzie, Tennessee 38201</u>, but such address is not part of the legal description of the property referred to herein and in the event of any discrepancy, the legal description herein shall control.

This sale is subject to all matters shown on any applicable recorded plat; any unpaid taxes; any restrictive covenants, easements, or setback lines that may be applicable; any statutory rights of redemption of any governmental agency, state or federal; any prior liens or encumbrances as well as any priority created by a fixture filing; and to any matter that an accurate survey of the premises might disclose. Other interested parties: None.

Title to said property is believed to be good, but the undersigned will sell as Substitute Trustee only and will assign to the purchaser all covenants of warranty contained in said Deed of Trust.

The sale held pursuant to this Notice may be rescinded at the Successor Trustee's option at any time. Said sale may be adjourned to another time or may be postponed to another date by public announcement at the appointed time of sale without readvertisement.

This office is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

WITNESS my signature, this the 1st day of October, 2019.

KIZER, BONDS, HUGHES & BOWEN, LLC BY: STEPHEN L. HUGHES, Substitute Trustee P. O. Box 320, Milan, TN 38358 (731) 686-1198