

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

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, by Deed of Trust dated November 9, 2015, of record in the Register's Office of Carroll County, Tennessee, in Trust Deed Book 647, page 326, DIANE BEAUCHAMP, deceased, did convey in trust, to JAMES ROBERT TERRELL, TRUSTEE, a tract of land hereinafter described, to secure the payment of the indebtedness described in said Deed of Trust to BANK OF GLEASON; and,

WHEREAS, said Deed of Trust provides that in the event of default in the payment of the debt secured by said Deed of Trust, when due, or in the event of failure to comply with any of the conditions and/or covenants of said Deed of Trust, the whole amount of the unpaid principal sum, together with all interest due and accrued upon the same, together with all other payments agreed to be made, shall, at the option of the holder, become due and payable immediately without demand or notice thereof; and,

WHEREAS, W. Kent Jones was appointed Substitute Trustee by Appointment of Substitute Trustee; and,

WHEREAS, default has been made in the payment of the indebtedness secured by said Deed of Trust and there have been other violations of the conditions of said Deed of Trust, and the owner and holder of said debt has instructed the undersigned Substitute Trustee, to foreclose said Deed of Trust.

NOW, THEREFORE, by virtue of the authority in me vested as such Substitute Trustee, I will on the 19th day of February, 2021, offer for sale and sell in front of the Courthouse in Huntingdon, Tennessee, at the hour of 10:05 a.m. to the last, highest and best bidder, for cash in hand, free from the equity of redemption, homestead, dower and curtesy rights, and all other rights or exemptions of every kind, and all unpaid taxes, to effect satisfaction of principal, interest and costs due on said promissory note(s) and Deed of Trust aforementioned, as well as to pay all attorney's fees and costs necessarily incident to this foreclosure, the following tract of land, situated in the 22nd Civil District of Carroll County, Tennessee, more particularly described as follows:

Being Lot No. 42 and a part of Lot No. 41 in what is known as the Fletcher Addition to the City of McKenzie, Plat of which appears of record in the Register's Office at Huntingdon, Tennessee, and BEGINNING on the north margin of a graveled street at Wallace's southwest corner, the southeast corner of Lot No. 42 and runs thence north with the west boundary of Wallace and the east boundary of Lot No. 42, a distance of 180 feet to Basford's south boundary line; thence east with Basford's south boundary 72 1/2 feet to the northeast corner of a lot of land deeded to Delbert Reynolds and wife; thence south with the east boundary 180 feet to the north margin of said graveled street; thence east with said graveled street 75 5/6 feet to the point of beginning.

For source of title see Warranty Deed Book 372, page 281, Register's Office of Carroll County, Tennessee. This being the same property as identified by Map No. 12-L, Group E, Parcel No. 40.00, Assessor of Property's Office, Carroll County, Tennessee.

The street address of the above described property is believed to be 59 Poplar Ave., McKenzie, TN 38201, but such address is not part of the legal description of the property sold herein and in the event of any discrepancy, the legal description herein shall control.

The debtors' equity of redemption, homestead, dower and all other rights or exemptions of the debtors are waived in said deed of trust, and the title is believed to be good, but said real estate will be sold and conveyed by me as Substitute Trustee and not otherwise.

OTHER INTERESTED PARTIES: NONE. If applicable, the notice requirements of TCA 35-5-117 have been met.

Said sale will be made by Substitute Trustee only, without covenants of seizin or warranties of title, and title will be made subject to any unpaid taxes and assessments and all valid restrictions, liens, covenants or easements, if any, of record on said property.

The right is reserved to adjourn the day of the sale to another day certain without further publication, upon announcement at the time and place for the sale set forth herein, or with publication setting out the new date, time and place for the sale.

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

Dated at Huntingdon, Tennessee, this the 16th day of January, 2021.

W. Kent Jones, Substitute Trustee

THE JONES LAW FIRM, 19478 WEST MAIN STREET, HUNTINGDON, TN 38344-0707