

# SUBSTITUTE TRUSTEE'S SALE

Sale at public auction will be on **August 19, 2021 at 12 p.m. local time**, at the east door, Carroll County Courthouse, 99 Court Square, Huntingdon, Tennessee pursuant to Deed of Trust executed by Thomas Odell Foulks, to Old Republic Title Company of Tennessee, Trustee, as trustee for Mortgage Electronic Registration Systems, Inc. as nominee for Crescent Mortgage Company on September 16, 2010 at Trust Deed Book 599, Page 120, Instrument No. 138581; conducted by LOGS Legal Group LLP, having been appointed Substitute or Successor Trustee, all of record in the Carroll County Register's Office. Default has occurred in the performance of the covenants, terms, and conditions of said Deed of Trust and the entire indebtedness has been declared due and payable.

Party Entitled to Enforce the Debt: Towd Point Master Funding Trust 2021-PM1, its successors and assigns.

The real estate located in Carroll County, Tennessee, and described in the said Deed of Trust will be sold to the highest call bidder. The terms of the said Deed of Trust may be modified by other instruments appearing in the public record. Additional identifying information regarding the collateral property is below and is believed to be accurate, but no representation or warrant is intended.

Street Address: 115 Oak Dr, Huntingdon, Tennessee 38344

Parcel Number: 073D E 007.00

Current Owner(s) of Property: The Heirs of Thomas O. Foulks

This sale is subject to, without limitation, all matters shown on any applicable recorded plat; any unpaid taxes; any restrictive covenants, easements, or setback lines that may be applicable; any statutory right of redemption of any governmental agency, state or federal; any prior liens or encumbrances including those created by a fixture filing or any applicable homeowners' association dues or assessments; all claims or other matters, whether of record or not, which may encumber the purchaser's title and any matter that an accurate survey of the premises might disclose.

The following parties may claim an interest in the above-referenced property to be affected by the foreclosure: any judgment creditor or lien holder with an interest subordinate to the said Deed of Trust or any party claiming by, through or under any of the foregoing. Such parties known to the Substitute Trustee may include: All parties claiming by, through or under Thomas Foulks.

Terms of Sale will be public auction, for cash, free and clear of rights of homestead, redemption and dower to the extent disclaimed or inapplicable, and the rights of Thomas Odell Foulks, and those claiming through him/her/it/them.

Any right of equity of redemption, statutory and otherwise, and homestead are waived in accord with the terms of said Deed of Trust, and the title is believed to be good, but the undersigned will sell and convey only as Substitute Trustee.

The right is reserved to adjourn the day of the sale to another day, time, and place certain without further publication, upon announcement at the time and place for the sale set forth above. **If you purchase a property at the foreclosure sale, the entire purchase price is due and payable at the conclusion of the auction in the form of a certified/bank check made payable to or endorsed to LOGS Legal Group LLP. No personal checks will be accepted. To this end, you must bring sufficient funds to outbid the lender and any other bidders. Insufficient funds will not be accepted. Amounts received in excess of the winning bid will be refunded to the successful purchaser at the time the foreclosure deed is delivered.**

This property is being sold with the express reservation that the sale is subject to confirmation by the lender or trustee. This sale may be rescinded only by the Substitute Trustee at any time. If the Substitute Trustee rescinds the sale, the purchaser shall only be entitled to a return of any money paid towards the purchase price and shall have no other recourse. Once the purchaser tenders the purchase price, the Substitute Trustee may deem the sale final in which case the purchaser shall have no remedy. The real property will be sold AS IS, WHERE IS, with no warranties or representations of any kind, express or implied, including without limitation, warranties regarding condition of the property or marketability of title.

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

LOGS Legal Group LLP, Substitute Trustee

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File No. 21-121370