

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

WHEREAS, default has occurred in the performance of the covenants, terms, and conditions of a Deed of Trust dated **November 14, 2016**, executed by **Jesse Alan Chesser and Lorena Mercado Chesser**, husband and wife, to **Samuel A. Vallandingham and Phillip Andrew Vallandingham** as Trustee, for **The First State Bank**, and appearing of record on **November 21, 2016**, in the Register's Office of **Carroll County, Tennessee**, at Trust Deed Book 656, Page 844, and Instrument Number 166691.

WHEREAS, the beneficial interest of said Deed of Trust was last transferred and assigned to **Lakeview Loan Servicing, LLC**, the party entitled to enforce said security interest; and having appointed Clear Recon LLC, the undersigned, as Substitute Trustee by instrument filed or being filed for record in the Register's Office of **Carroll County, Tennessee**, with all of the rights, powers, and privileges of the original Trustee named in said Deed of Trust.

NOW, THEREFORE, notice is hereby given that the entire indebtedness has been declared due and payable as provided in said Deed of Trust, and that the undersigned, Clear Recon LLC, as Substitute Trustee or his duly appointed agent, by virtue of the power, duty, and authority vested and imposed upon said Substitute Trustee will, on **January 27, 2022, at 11 a.m.**, local time, at the front steps of the Carroll County Courthouse, located in Huntingdon, Tennessee, proceed to sell at public outcry to the highest and best bidder for cash or certified funds ONLY, paid at the conclusion of the sale, the following described property situated in **Carroll County**, to wit:

The land referred to herein below is situated in the County of Carroll, State of Tennessee, and is described as follows:

Land located in the 4th Civil District of Carroll County, Tennessee:

BEGINNING at an iron pin on the east margin of Clover Field Lane, cul-de-sac; thence S-87 degrees; 30' E 175 feet to an iron pin in fence; thence N-1 degree 30"-E 70 feet to an iron pin in fence; thence N-30 degrees 00'-W 246 feet to an iron pin at the S-E corner of Lot #30; thence S-23 degrees 45-E 237 feet to an iron pin on north margin of Clover Field Lane cul-de-sac; thence along margin of cul-de-sac in a curve having a radius of 50 feet to the point of beginning. This being Lot #28 of Holly Hills Subdivision, Phase III.

It being the same conveyed to Jesse Alan Chesser by Deed of Lauren Tate and husband, Tyler Alexander Tate, dated November 10, 2016, and of record in Warranty Deed Book 376, Page 910, ROCCT.

Map 11, Parcel 109.00

Subject to any easements, set-back lines, restrictions or other matters as shown of record for Holly Hills Subdivision, Phase III as found of record in Plat Book 3 Page 99 (Plat Cabinet A, Slide 188B), ROCCT.

Subject to Declaration of Restrictive Covenants for Holly Hills Subdivision as found of record in Warranty Deed Book 250, Page 411, ROCCT and Declaration of Amendment of Restrictive Covenants for Holly Hills Subdivision as found of record in Warranty Deed Book 261, Page 129, ROCCT.

Parcel ID: **011 10900 000**

Commonly known as **185 Cloverfield Lane, Mckenzie, TN 38201**

The street address and parcel number(s) of the above described property are believed to be correct; however, such references are not a part of the legal description of the property sold herein, and, in the event of any discrepancy, the legal description herein shall control

This sale is subject to tenant(s)/occupant(s) rights in possession.

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. In addition, the following parties may claim an interest in the above-referenced property: **Jesse Alan Chesser; and Lorena Mercado Chesser.**

If the United States or the State of Tennessee have any liens or claimed lien(s) on the Property, and are named herein as interested parties, timely notice has been given to the applicable governmental entity, and the sale will be subject to any applicable rights of redemption held by the entity as required by 26 U.S.C. § 7425 and/or Tennessee Code § 67-1-1433.

All right and equity of redemption, statutory and otherwise, homestead, and dower are expressly waived in said Deed of Trust, and the title is believed to be good; however, the undersigned will sell and convey only as Substitute Trustee.

The transfer shall be AS IS, WHERE IS, AND WITH ALL FAULTS, and without warranties of any kind, express or implied, as to the condition of the Property and the improvements located thereon, including merchantability or fitness for particular purpose. Trustee shall make no covenant of seisin or warranty of title, express or implied, and will sell and convey the subject real property by Substitute Trustee's Deed only.

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.

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 by the Substitute Trustee at any time.

THIS OFFICE IS ACTING AS A DEBT COLLECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Clear Recon LLC, Substitute Trustee
651 East 4th Street Suite 200 , Chattanooga, Tennessee 37403
Phone: (877) 319-8840
File No: 1154-1694A