

# TRUSTEE'S NOTICE OF SALE OF REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, by Deed of Trust recorded on March 25, 2014, of record in the Register's Office of Henry County, Tennessee, in Record\_ Book 393, page 579, **JESSE VAUGHN** did convey in trust, to W. KENT JONES, Trustee, a tract of land hereinafter described, to secure the payment of the indebtedness described in said Deed of Trust to CARROLL BANK & TRUST; 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, 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 Trustee, to foreclose said Deed of Trust.

NOW, THEREFORE, by virtue of the authority in me vested as such Trustee, I will on the 19th day of October, 2023, offer for sale and sell in front of the Courthouse door in Paris, 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 courtesy 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 3rd Civil District of Henry County, Tennessee, more particularly described as follows:

**TRACT NO. 1:** BEGINNING at a point in the West margin of the Old McKenzie Highway, being the Southeast corner of the original tract of which this is a part; thence with the South boundary of the original tract West 72 poles to a steel stake; thence North 17 5/8 rods to a steel stake; thence East 30 rods to a steel stake; thence South 190-5/8 feet to a steel stake; thence East 42 rods to a point in the West margin of said Old McKenzie Highway, which point is located 100 feet Northward from the point of beginning; thence with the West margin of the Highway, South 100 feet to the point of beginning. LESS AND EXCEPT: BEGINNING at a stake in the north line of Henry A. Carter said stake being located West 36 poles along said north line from the western margin of Old McKenzie Highway, said stake being in the south margin line of Erwin Smith; thence south 100 feet to a stake in the north line of property owned by L.D. Holcomb, being the northwest corner of a tract deeded to Henry A. Carter and wife, Jane Dell Carter by L.D. Holcomb; thence with Holcomb's north line West 36 poles; thence North 17-5/8 poles; thence East 30 poles; the northwest corner of Tract No. 2, below from Smith and wife; thence with the west line of said Tract 2, South 190-5/8 feet to the Southwest corner of said tract 2; thence with the south line of Tract No. 2, East 6 poles to the point of beginning.

**TRACT NO. 2:** Beginning at a stake in the western margin of the Old McKenzie Highway being the southeast corner of a tract conveyed to Henry A. Carter and wife, by deed of Erwin B. Smith and wife, recorded in Deed Book 77, pages 519-520, in the Register's Office of Henry County, TN, thence west 36 poles to a stake; thence with the newly established east line of Holcomb, South 16-1/4 poles; thence East 36 poles to the west margin of the Old McKenzie Highway; thence with the margin of highway. North 16-1/4 poles to the beginning, containing 4 acres, more or less. The above description is the same as in the previous deed of record. For source of title, see Record Book 393, page 576, Register's Office of Henry County, Tennessee.

The street address of the above described property is believed to be 1576 Old McKenzie Hwy, Paris, TN 38242 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.

Other Interested parties: None. If applicable, the notice requirements of TCA 35-5-117 have been met.

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 Trustee and not otherwise.

Said sale will be made by 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 19th day of September, 2023.

**W. KENT JONES**  
**TRUSTEE**

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

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