

9999 Legals

Barringer/Trinkle

NOTICE OF TRUSTEE'S SALE

WHEREAS, default has occurred in the performance of the covenants, terms, and conditions of a Deed of Trust Note dated June 30, 2010, and the Deed of Trust of even date securing the same, recorded July 2, 2010, in Book No. 559, at Page 110, in Office of the Register of Deeds for Marshall County, Tennessee, executed by Christine M Barringer and David L Trinkle, conveying certain property therein described to Thomas H. Dickenson as Trustee for ORNL Federal Credit Union; and the undersigned, Wilson & Associates, P.L.L.C., having been appointed Successor Trustee by ORNL Federal Credit Union.

NOW, THEREFORE, notice is hereby given that the entire indebtedness has been declared due and payable; and that an agent of Wilson & Associates, P.L.L.C., as Successor Trustee, by virtue of the power, duty, and authority vested in and imposed upon said Successor Trustee, by ORNL Federal Credit Union, will, on **September 19, 2022 on or about 4:00 PM, at the Main Entrance of the Marshall County Courthouse 201 Marshall County Courthouse Lewisburg, TN 37091, Lewisburg, Tennessee**, offer for sale certain property hereinafter described to the highest bidder **FOR certified funds** paid at the conclusion of the sale, or credit bid from a bank or other lending entity pre-approved by the successor trustee. The sale is free from all exemptions, which are expressly waived in the Deed of Trust, said property being real estate situated in Marshall County, Tennessee, and being more particularly described as follows:

The realty being conveyed is located in the Sixth Civil District of Marshall County, Tennessee, and being bounded on the north by Cory Harris, East by Ray Strum and Steve Twitty, South by Tract 9 of this division and West by Charles E. Cozart, and being more particularly described as follows:

Beginning at an iron pin, the southwest corner of the herein described tract with Charles E. Cozart as of record in Deed Book 148, page 520, N 0 deg. E 680.76 feet to a corner post; thence with same N 80 deg, 37' E 84.32 feet to an iron pin; thence with same N 4 deg.-47' E 236.63 feet to a 60 inch: oak; thence with same N 23 deg.-15' E 121.87 feet to a post; thence with same N 14 deg.-08' E 99.80 feet to an iron pin; thence with same N 38 deg. 18" E 88.50 feet to an elm stump; thence with the same N 29 deg.-41' E 1291.75 feet to an iron pin; thence with the same N 87 deg - 22' E 680.38 feet to an iron pin; thence with Ray Strum as of record in Deed Book 126, page 720; S 3 deg-47' W 130.46 feet to an iron pin; thence with same S 11 deg.-2T W 435.59 feet to an iron pin; thence with Steve Twitty as of record in Deed Book 107, page 574, S 15 deg.- 12' W 207.28 feet to an 18 inch maple; thence with same S 16 deg.-12' W 305.79 feet to a 10 inch ash; thence with the same S 1B deg.-OS W 594.04 feet to a 36 inch cedar; thence with same S 16 deg.-38' W 545-91 feet to an iron pin; thence w# same S 33 deg.-50' W 77.62 feet to an 18 inch elm; thence with same S 0 deg.-29' W 39.34 feet to an iron pin; thence with iron pin; thence with iron Tract 9 of this division pin N 86 deg. G9'W 937.48 feet, to the beginning containing 50.30 acres, more or less, by survey of W.A. Richardson, Jr. (RLS #689), 403 Oakwood Drive, Columbia, TN 38401, March 13, 1991.

The undersigned also conveys a **PERPETUAL EASEMENT 50 FEET IN WIDTH FOR INGRESS AND EGRESS** from above described tract to an from McKnight Road with the centerline of said easement described as follows; Beginning at a point in the south boundary of Tract B (being the property conveyed hereinabove), the north boundary of Tract 9 (the property to be conveyed to Jerry Marion) said point being S. 86 deg 09" E. 66.52 feet from an iron pin; the Southwest corner of Tract 8; thence S. 30 deg, 32 W, 207.59 feet to a point; thence S, 73 deg. 29" W. 84.04 feet to a point in center of McKnight Road.

ALSO KNOWN AS: 3151 McKnight Road Lewisburg, TN 37091

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:

CHRISTINE M BARRINGER
DAVID L TRINKLE
CORNERSTONE FINANCIAL CREDIT UNION

The sale held pursuant to this Notice may be rescinded at the Successor Trustee's option at any time. 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. In the event of inclement weather, the trustee hereby announces that the sale will be postponed and that notices of said postponement for inclement weather will be mailed to interested parties of record.

W&A No. 353343
DATED August 17, 2022
WILSON & ASSOCIATES, P.L.L.C., Successor Trustee
08/25/2022 09/01/2022 09/08/2022

es; 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:

CHRISTINE M BARRINGER
DAVID L TRINKLE
CORNERSTONE FINANCIAL CREDIT UNION

The sale held pursuant to this Notice may be rescinded at the Successor Trustee's option at any time. 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. In the event of inclement weather, the trustee hereby announces that the sale will be postponed and that notices of said postponement for inclement weather will be mailed to interested parties of record.

W&A No. 353343
DATED August 17, 2022
WILSON & ASSOCIATES, P.L.L.C., Successor Trustee
08/25/2022 09/01/2022 09/08/2022

Dixon

NOTICE OF FORECLOSURE SALE

WHEREAS, Dwight L. Dixon and wife, Scarlett Dixon by Deed of Trust (the "Deed of Trust") dated January 24, 2012, of record in Deed Book 587, Page 848, Register's Office of Marshall County, Tennessee, conveyed to William B. Marsh, Trustee, the hereinafter described real property to secure the payment of a certain Consumer Real Estate Secured Note (the "Note") described in the Deed of Trust, which Note was payable to First Commerce Bank;

WHEREAS, Said William B. Marsh, Trustee, is unable to act as Trustee under the Deed of Trust, and I have been appointed Substitute Trustee by the owner and holder of the Note by an instrument of record in Deed Book 876, Page 1952, Register's Office of Marshall County, Tennessee;

WHEREAS, default has been made in the payment of the Note; and

WHEREAS, the owner and holder of the Note has demanded that the hereinafter described real property be advertised and sold in satisfaction of indebtedness and costs of foreclosure in accordance with the term and provisions of the Note and Deed of Trust.

NOW, THEREFORE, notice is hereby given that I, Louisa Jackson Davis, Substitute Trustee, pursuant to the power, duty, and authority vested in and conferred upon me, by the Deed of Trust, will on September 23, 2022 at 11:00 a.m. at the main entrance of the Marshall County Courthouse, in Lewisburg, Tennessee offer for sale to the highest bidder for cash, and free from all legal, equitable and statutory rights of redemption, exemptions of homestead, rights by virtue of marriage, and all other exemptions of every kind, all of which have been waived in the Deed of Trust, certain real property located in the Eighth (8th) Marshall County, Tennessee, described as follows:

Beginning at a point in the center of Polly Adams Road at the northeast corner of Gipson (Map 81 Parcel 116.03) and the northwest corner of the herein described property; the true point of beginning; thence with the center of Polly Adams Road South 53' 13" East 189.71 feet; thence South 51 degrees 41' East 128.83 feet; thence S 45 degrees 58' East 84.84 feet to a point at the northeast corner of the herein described property; thence leaving said center of road South 26 degrees 48' West 30.92 feet to a metal pin on the south margin of said road; thence leaving the said margin of road with Neese (Map 88 Parcel 3.00) South 26 degrees 48' West 1157.76 feet to a metal pin at the Southeast corner of the herein described property; thence North 36 degrees 31' West 390.19 feet to a metal pin at the southeast corner of Gipson (Map 81 Parcel 116.03) and the southwest corner of the herein described property; thence North 24' 25' East 1068.51 feet to a metal pin in the south margin of road; thence North 24 degrees 13' East 28.71 feet to the point of beginning, containing 9.72 acres, more or less, and being Tract 8 of a survey for Charles E. Roberts, by Rex Northcutt RLS #77, dated 9/17/1984. No new fieldwork was performed on this tract.

Being the same property conveyed to Dwight L. Dixon and wife, Scarlet Dixon, by Warranty Deed from Joseph W. Laster

and wife, Martha L. Laster, dated January 24, 2012, and recorded on January 26, 2012, at 10:45 a.m., in Record Book 587, Page 846, Register's Office of Marshall County, Tennessee.

This conveyance is subject to the following:

1. Any existing easement for roads, rights of way or utilities which may affect the property.

2. All matters expressed, noted, or implied on the survey plat prepared by Rex Northcutt, RLS #77, dated 9/17/1984, for Charles E. Roberts, the source of the description of the property conveyed herein.

3. Right of Way for Polly Adams Road which lies within the boundaries of the above-described property.

The address of said property being 1885 Polly Adams Road, Belfast, Tennessee 37019.

This sale is subject to all matters shown on any applicable recorded plat; any unpaid taxes; and 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.

The sale held pursuant to this Notice may be rescinded at the Successor Trustee's option at any time. 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.

Louisa Jackson Davis
Substitute Trustee
101 1st Avenue North
Lewisburg, TN 37091
(931) 422-5615
08/25/2022 09/01/2022 09/08/2022

Gorney

NOTICE OF SUBSTITUTE TRUSTEES SALE

WHEREAS, John David Gorney, Jr. and wife Michelle L. Gorney, joining in, by Deed of Trust (the "Deed of Trust"), dated April 3, 2009, and recorded on April 6, 2009, in Record Bk 533, Page 320, or as Instrument or Document Number 146148 in the Register of Deeds Office of Marshall County, Tennessee, conveyed to Mark A. Hayes and/or Donald A. Haney, Trustee, the hereinafter described real property to secure the payment of a certain Promissory Note (the "Note") described in the Deed of Trust, which Note was payable to, First National Bank of Pulaski, which was subsequently assigned to Lakeview Loan Servicing, LLC, dated 12/7/2018 and recorded on 12/11/2018 in Record Bk 759, Pages 532-534 or as Instrument or Document Number 205091, and;

WHEREAS, Kent McPhail & Associates, LLC has been duly appointed Substitute Trustee by the owner and holder of the Note by instrument recorded in Book 875, Pages 2948-2950 or as Instrument or Document Number 237404, Marshall County, Tennessee

WHEREAS, default has been made in the payment of the Note; and

WHEREAS, the owner and holder of the Note has demanded that the hereinafter described real property be advertised and sold in satisfaction of the indebtedness and costs of foreclosure in accordance with the terms and provisions of the Note and Deed of Trust.

NOW, THEREFORE, notice is hereby given that an agent of Kent McPhail & Associates, LLC, Substitute Trustee, pursuant to the power, duty, and authority vested in and conferred by the Deed of Trust, on 09/12/2022 at 2:00 PM at the Marshall County Courthouse located at 201 Marshall County Courthouse, Lewisburg, TN 37091, will be sold to the highest call bidder for cash free from all legal, equitable and statutory rights of redemption, exemptions of homestead, rights by virtue of marriage, and all other exemptions of every kind, all of which have been waived in the Deed of Trust, certain real property located in Marshall County, Tennessee, described as follows:

The following described lot or parcel of land located in the Third Civil District of Marshall County, Tennessee: Being lot Number Ten (10), Crestwood Subdivision, a plat of which is of record in Deed Book G-5, Page 44, n/k/a Plat Cabinet A, Slide 42, in the Register's Office of Marshall County, Tennessee.

Subject to building setback lines, easements, etc, on recorded Plat of record in Cabinet A, Slide 42, Register's Office of Marshall County, Tennessee.

This being the same property conveyed to James R. Sheppard and wife, Martha Frances Sheppard a/k/a Frances Sheppard by Deed from John D. Fitzgerald and W.E. Fitzgerald, dated April 29, 1967 in Deed Book H-5, Page 118, Register's Office of Marshall County, Tennessee. The said James R. Sheppard having since died on March 27, 2000. The said Martha Frances Sheppard having since died on December 15, 2008, by Will of Frances Sheppard of record in Will Book T, Page 470, and Order to Probate Will of record in Case Number 14945, in the Clerk and Master's Office of Marshall County, Tennessee, appointing William Larry McKnight as Executor of the Estate of Frances Sheppard.

This being the same property conveyed to John David Gorney, Jr. and wife, Michelle L. Gorney by Warranty Deed from William Larry McKnight, Executor of the Estate of Frances Sheppard dated 4/3/2009 of record in Record Book 533, Page 318, Register's Office of Marshall County, Tennessee. The street address of the above-described property is believed to be 674 Colburn Dr., Lewisburg, TN 37091 but if 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.

Owner of Property: John David Gorney, Jr. and wife Michelle L. Gorney, joining in

Property ID: 071A A 021.00

This sale is subject to any unpaid taxes, if any, any prior liens or encumbrances, leases, easements and all other matters which take priority over the deed of trust under which this foreclosure sale is conducted, including but not limited to the priority of any fixture filing. If the U.S. Department of the Treasury/Internal Revenue Service, the State of Tennessee Department of Revenue, or the State of Tennessee Department of Labor and Workforce Development are listed as interested parties in the advertisement, then the notice of this foreclosure is being given to them, and the sale will be subject to the applicable governmental entities right to redeem the property, all as required by 26 U.S.C. 7425 and T.C.A. 67-1-1433. The notice requirements of T.C.A. 35-5-101 et seq. have been met.

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. The trustee/substitute trustee reserves the right to rescind the sale.

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:

SHANNON L LIGGETT

VANDERBILT MORTGAGE AND FINANCE INC.

The sale held pursuant to this Notice may be rescinded at the Successor Trustee's option at any time. 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. In the event of inclement weather, the trustee hereby announces that the sale will be postponed and that notices of said postponement for inclement weather will be mailed to interested parties of record.

W&A No. 348927
DATED August 15, 2022
WILSON & ASSOCIATES, P.L.L.C., Successor Trustee
08/18/2022 08/25/2022 09/01/2022

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

STATE OF TENNESSEE, MARSHALL COUNTY

THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION GATHERED IN CONNECTION HEREWITH WILL BE UTILIZED FOR THAT PURPOSE.

WHEREAS, default has occurred in the performance of the covenants, terms and conditions of a Deed of Trust Note dated September 30, 2004, and the Deed of Trust of even date, securing said Deed of Trust Note recorded on October 6, 2004 in Record Book 405, at Page 25 as Instrument No. 112749, in the Register's office of Marshall County, Tennessee, executed by Nancy M McDonald, Randall Wayne McDonald, conveying certain property described therein to Arnold M. Weiss Attorney, as Trustee, for the benefit of Mortgage Electronic Registration Systems Inc, Acting Solely as Nominee For Americas Wholesale Lender (the "Holder") and to Mickel Law Firm, P.A., having been appointed as Substitute Trustee by instrument of record in the Register's office for Marshall County, Tennessee.

WHEREAS, the owner and holder of the Deed of Trust Note has declared the entire indebtedness due and payable and demanded that the hereinafter described real property be advertised and sold in satisfaction of indebtedness and costs

of foreclosure in accordance with the terms and provisions of the Deed of Trust Note and Deed of Trust.

NOW, THEREFORE, notice is hereby given that an agent of Mickel Law Firm, P.A., as Substitute Trustee, pursuant to the power, duty and authority vested in and conferred upon said Substitute Trustee, by the Deed of Trust, will on Tuesday, September 20, 2022, at or about 2:00 PM at the front entrance of the Marshall County Courthouse, 201 Marshall County Courthouse, Marshall County Courthouse - Main Entrance, Lewisburg, Tennessee, 37091, or the sale will be held in the place at said venue where foreclosure sales are customarily advertised and/or conducted, offer for sale to the highest bidder for cash, and free from all legal, equitable and statutory rights of redemption, exemptions of homestead, rights by virtue of marriage, and all other exemptions of every kind, all of which have been waived in the Deed of Trust, certain real property located in Marshall County, Tennessee, described as follows:

A certain house and lot lying and being in the Third (3rd) (old Fifteenth) Civil District of Marshall County, Tennessee, and being located on the north side of West Commerce Street, in Lewisburg, Tennessee, and being generally bounded as follows:

Bounded on the South by West Commerce Street; bounded on the East by Andrews and Brown; bounded on the North by Andrews; and bounded on the West by Hopkins and being more particularly bounded and described as follows, to-wit:

Beginning at a point in the center of West Commerce Street, Andrews Southwest corner and the southeast corner of this lot; thence with Andrews and Brown, North 2 deg 40 minutes East 508 feet to a locust post; thence with Andrews North 86 deg 20 minutes West 137 feet, 6 inches to a stake in the center of the land; thence with Hopkins, along the center of the land, South 2 deg 40 minutes West 502 feet to the center of West Commerce Street; thence along the center of said street, South 84 deg East 137 feet, 6 inches to the beginning.

Parcel ID: 063L-A-032.00-000

More Commonly Known As: 1236 W. Commerce St. Lewisburg, TN 37091-3126.

The sale of the property described above shall be subject to all matters shown on any recorded plat; any and all liens against said property for unpaid property taxes; any restrictive covenants, easements or set-back lines that may be applicable; any prior liens or encumbrances as well as any priority created by a fixture filing; a deed of trust; and any matter than an accurate survey of the premises might disclose; and

All right and equity of redemption, statutory or otherwise, homestead, and dower are expressly waived in 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.

The sale is subject to Occupants(s) rights in possession, if applicable.

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the purchase price. The Purchaser shall have no further recourse against the Grantor, the Grantee or the Substitute Trustee.

To the best of the Trustee's knowledge, information, and belief, there are no Federal or State tax lien claimants or other claimants upon the subject property which would require notice pursuant to the terms and provision of T.C.A. § 35-5-104, T.C.A. § 67-1-1433 or 26 U.S.C. § 7425.

If a high bidder fails to close a sale, the Substitute Trustee shall have the option of making the sale to the next highest bidder. The sale held pursuant to this Notice may be rescinded at the Substitute Trustee's option at any time.

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) to final confirmation and audit of the status of the loan with the holder of the Deed of Trust. This property is being sold "as is." Additionally, no representation as to the condition of any structure(s) thereon or the accuracy of the above legal description is being or has been made. Transfer taxes and recording fees are the responsibility of the purchaser.

The following individuals or entities have an interest in the

No. 719, at Page 851, in Office of the Register of Deeds for Marshall County, Tennessee, executed by Shannon L Liggett, conveying certain property therein described to Medley & Spivy as Trustee for Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for Primary Residential Mortgage, Inc., its successors and assigns; and the undersigned, Wilson & Associates, P.L.L.C., having been appointed Successor Trustee by PennyMac Loan Services, LLC.

NOW, THEREFORE, notice is hereby given that the entire indebtedness has been declared due and payable; and that an agent of Wilson & Associates, P.L.L.C., as Successor Trustee, by virtue of the power, duty, and authority vested in and imposed upon said Successor Trustee, by PennyMac Loan Services, LLC, will, on **September 15, 2022 on or about 1:00 PM, at the Marshall County Courthouse, Lewisburg, TN 37091-3371, Lewisburg, Tennessee**, offer for sale certain property hereinafter described to the highest bidder **FOR certified funds** paid at the conclusion of the sale, or credit bid from a bank or other lending entity pre-approved by the successor trustee. The sale is free from all exemptions, which are expressly waived in the Deed of Trust, said property being real estate situated in Marshall County, Tennessee, and being more particularly described as follows:

Located in the Third (3rd) Civil District of Marshall County, Tennessee and described as follows:

Being Lot 5 in the Brents Road Subdivision, A plat of which is record in Plat Cabinet A, Slide 53, in Register's Office of Marshall County, Tennessee.

ALSO KNOWN AS: 717 Brents Road, Lewisburg, TN 37091

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:

SHANNON L LIGGETT

VANDERBILT MORTGAGE AND FINANCE INC.

The sale held pursuant to this Notice may be rescinded at the Successor Trustee's option at any time. 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. In the event of inclement weather, the trustee hereby announces that the sale will be postponed and that notices of said postponement for inclement weather will be mailed to interested parties of record.

W&A No. 348927
DATED August 15, 2022
WILSON & ASSOCIATES, P.L.L.C., Successor Trustee
08/18/2022 08/25/2022 09/01/2022

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

STATE OF TENNESSEE, MARSHALL COUNTY

THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION GATHERED IN CONNECTION HEREWITH WILL BE UTILIZED FOR THAT PURPOSE.

WHEREAS, default has occurred in the performance of the covenants, terms and conditions of a Deed of Trust Note dated September 30, 2004, and the Deed of Trust of even date, securing said Deed of Trust Note recorded on October 6, 2004 in Record Book 405, at Page 25 as Instrument No. 112749, in the Register's office of Marshall County, Tennessee, executed by Nancy M McDonald, Randall Wayne McDonald, conveying certain property described therein to Arnold M. Weiss Attorney, as Trustee, for the benefit of Mortgage Electronic Registration Systems Inc, Acting Solely as Nominee For Americas Wholesale Lender (the "Holder") and to Mickel Law Firm, P.A., having been appointed as Substitute Trustee by instrument of record in the Register's office for Marshall County, Tennessee.

WHEREAS, the owner and holder of the Deed of Trust Note has declared the entire indebtedness due and payable and demanded that the hereinafter described real property be advertised and sold in satisfaction of indebtedness and costs

of foreclosure in accordance with the terms and provisions of the Deed of Trust Note and Deed of Trust.

NOW, THEREFORE, notice is hereby given that an agent of Mickel Law Firm, P.A., as Substitute Trustee, pursuant to the power, duty and authority vested in and conferred upon said Substitute Trustee, by the Deed of Trust, will on Tuesday, September 20, 2022, at or about 2:00 PM at the front entrance of the Marshall County Courthouse, 201 Marshall County Courthouse, Marshall County Courthouse - Main Entrance, Lewisburg, Tennessee, 37091, or the sale will be held in the place at said venue where foreclosure sales are customarily advertised and/or conducted, offer for sale to the highest bidder for cash, and free from all legal, equitable and statutory rights of redemption, exemptions of homestead, rights by virtue of marriage, and all other exemptions of every kind, all of which have been waived in the Deed of Trust, certain real property located in Marshall County, Tennessee, described as follows:

A certain house and lot lying and being in the Third (3rd) (old Fifteenth) Civil District of Marshall County, Tennessee, and being located on the north side of West Commerce Street, in Lewisburg, Tennessee, and being generally bounded as follows:

Bounded on the South by West Commerce Street; bounded on the East by Andrews and Brown; bounded on the North by Andrews; and bounded on the West by Hopkins and being more particularly bounded and described as follows, to-wit:

Beginning at a point in the center of West Commerce Street, Andrews Southwest corner and the southeast corner of this lot; thence with Andrews and Brown, North 2 deg 40 minutes East 508 feet to a locust post; thence with Andrews North 86 deg 20 minutes West 137 feet, 6 inches to a stake in the center of the land; thence with Hopkins, along the center of the land, South 2 deg 40 minutes West 502 feet to the center of West Commerce Street; thence along the center of said street, South 84 deg East 137 feet, 6 inches to the beginning.

Parcel ID: 063L-A-032.00-000

More Commonly Known As: 1236 W. Commerce St. Lewisburg, TN 37091-3126.

The sale of the property described above shall be subject to all matters shown on any recorded plat; any and all liens against said property for unpaid property taxes; any restrictive covenants, easements or set-back lines that may be applicable; any prior liens or encumbrances as well as any priority created by a fixture filing; a deed of trust; and any matter than an accurate survey of the premises might disclose; and

All right and equity of redemption, statutory or otherwise, homestead, and dower are expressly waived in 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.

The sale is subject to Occupants(s) rights in possession, if applicable.

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the purchase price. The Purchaser shall have no further recourse against the Grantor, the Grantee or the Substitute Trustee.

To the best of the Trustee's knowledge, information, and belief, there are no Federal or State tax lien claimants or other claimants upon the subject property which would require notice pursuant to the terms and provision of T.C.A. § 35-5-104, T.C.A. § 67-1-1433 or 26 U.S.C. § 7425.

If a high bidder fails to close a sale, the Substitute Trustee shall have the option of making the sale to the next highest bidder. The sale held pursuant to this Notice may be rescinded at the Substitute Trustee's option at any time.

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) to final confirmation and audit of the status of the loan with the holder of the Deed of Trust. This property is being sold "as is." Additionally, no representation as to the condition of any structure(s) thereon or the accuracy of the above legal description is being or has been made. Transfer taxes and recording fees are the responsibility of the purchaser.

The following individuals or entities have an interest in the