

# TRUSTEE'S NOTICE OF SALE OF REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, by Deed of Trust recorded on May 13, 2019, of record in the Register's Office of Carroll County, Tennessee, in Trust Deed Book 679, page 189, **TRACI THOMAS AND TERRY THOMAS** 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 15th day of November, 2019, offer for sale and sell in front of the Courthouse door 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 24th Civil District of Carroll County, Tennessee, more particularly described as follows:

TRACT NO. 1: BEGINNING at an electric power pole on the south margin of the Rice Store blacktop road, same being the northwest corner of a tract of land conveyed by Ollie J. Throgmorton and wife, Jewell L. Throgmorton, unto Richard Mast and wife Mildred Maxine Mast, by deed dated December 29, 1986, recorded in Deed Book 225, page 044, ROCCT; running thence in a general southern direction 290 feet and 2 inches with the west boundary line of Mast to an iron stake; thence running in a general western direction 100 feet with Throgmorton's northern boundary line to an iron stake located at Hartz's southeast corner; running thence in a general northern direction 290 feet 2 inches along Hartz's east boundary line to an iron stake in the south margin of Rice Store blacktop road; running thence in a general eastern direction with the south margin of the Rice Store blacktop road 73 feet to the point of beginning.

TRACT NO. 2: BEGINNING AT AN IRON STAKE ON THE SOUTH MARGIN OF THE RICE Store blacktop road, same being at the point of the northwest corner of the Carol Baskin's tract, same being the northeast corner of a tract of land presently owned by Ollie J. Throgmorton and wife, Jewell L. Throgmorton, running thence in a general southern direction 400 feet with said Baskin's west boundary line and Ollie J. Throgmorton's east boundary line to an iron stake; running thence in a general western direction 200 feet along with the northern boundary line of Ollie J. Throgmorton to an iron stake; thence running in a general northern (sic) direction 290 feet 2 inches along with the eastern line of Ollie J. Throgmorton to an electric power pole; running thence in a general eastern direction with the south margin of the Rice Store blacktop road 255 feet to the point of beginning.

For source of title see Warranty Deed Book 387, page 868, Register's Office of Carroll County, TN.

The street address of the above described property is believed to be 825 Pate Rd., Huntingdon, Tennessee 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 18th day of October, 2019.

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