

LEGALS & PUBLIC NOTICES

TRUSTEE'S NOTICE OF SALE OF REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, on January 13, 2009, by Deed of Trust of record in Record Book 116, page 78, in the Register's Office of Cannon County, Tennessee, said instrument being recorded on January 22, 2009, ALAN B. HAYES, did convey in trust unto Roy Nelson Pugh, Lebanon, Tennessee, TRUSTEE, the tract of land hereinafter described, to secure an indebtedness therein described to Liberty State Bank, as evidenced by a promissory note in said Deed of Trust, being incorporated therein by reference; and,

WHEREAS, the Trustee, Roy Nelson Pugh, was unable to act and Bratten Hale Cook II having been appointed as Substitute Trustee in the place and stead of Roy Nelson Pugh, said appointment being of record in Record Book 250, page 678, Register's Office for Cannon County, Tennessee;

WHEREAS, default has been in the payment of said note, and the entire indebtedness having been declared due and payable as provided in said Deed of Trust and Note, and payment not having been made as demanded, and the holder and owner of said Note has instructed the undersigned Trustee to foreclose said Deed of Trust.

NOW, THEREFORE, by virtue of the authority in me vested, under said instruments, I will, on Thursday, April 25, 2024 at 1:00 p.m., prevailing time, offer for sale at the west door of the Cannon County Courthouse in Woodbury, Tennessee, to the last, highest, and best bidder for cash in hand, and in bar of all equities of redemption, homestead, and all other rights and exemptions of every kind, all of which are expressly waived in said Deed of Trust, the following described tract of land, the same being situated in the 6th Civil District of Cannon County, Tennessee, and being described as follows:

Beginning at an iron rod found along the western margin of Hoover Mill Road, the southeast corner of Grace Assembly of God (DB 164 Pg 419), and the northeast corner of the herein described tract; Thence leaving the Grace Assembly of God property along the western margin of Hoover Mill Road with a curve turning to the right with an arc length of 119.85', with a radius of 290.02', with a chord bearing of S 10 degrees 19' 30" W, with a chord length of 119.00' to a point; Thence, S 24 degrees 55' 22" W a distance of 86.83' to a point; Thence with a curve turning to the left with an arc length of 179.41', with a radius of 283.11', with a chord bearing of S 11 degrees 08' 58" W, with a chord length of 176.42' to a point; Thence, S 01 degree 02' 14" E a distance of 31.35' to an iron rod set along the western margin of Hoover Mill Road; Thence leaving the margin of Hoover Mill Road in a new division line, S 86 degrees 21' 50" W a distance of 223.68' to an iron rod set; Thence N 27 degrees 51' 32" W a distance of 162.65' to an iron rod set; Thence, N 40 degrees 01' 20" E a distance of 199.69' to an iron rod set; Thence N 30 degrees 21' 04" E a distance of 161.68' to an iron rod set in the southern line of Grace Assembly of God property; thence along the southern line of Grace Assembly of God property, S 83 degrees 06' 49" E a distance of 181.90' to the point of Beginning, having an area of 105,295.1 square feet, 2.42 acres, according to a survey by Precision Surveying LLC on 07/18/05.

IN ADDITION TO THE ABOVE-DESCRIBED PROPERTY, THE GRANTORS ALSO CONVEY UNTO THE GRANTEE, HIS HEIRS AND ASSIGNS, THE FOLLOWING THREE (3) EASEMENTS:

(1.) SEPTIC EASEMENT DESCRIPTION AS FOLLOWS:

Beginning at a point in the western line of Lot 1; said point lies S 75 degrees 47' 36" W, 233.66' from an iron rod found, the southeast corner of Grace Assembly of God (DB 164 Pg 419); Thence, S 30 degrees 38' 54" W a distance of 20.00' to a point; Thence severing the property of Bobbie M. and Betty Sue Hayes (DB 102 Pg 151), N 59 degrees 21' 06" W a distance of 45.67' to a point; Thence, S 68 degrees 43' 40" W a distance of 396.98' to a point; Thence, S 21 degrees 16' 20" E a distance of 93.45' to a point; Thence, N 80 degrees 00' 45" W a distance of 57.28' to a point; Thence, S 31 degrees 00' 13" W a distance of 65.74' to a point; Thence, N 26 degrees 52' 51" W a distance of 92.87' to a point; Thence, N 20 degrees 07' 49" E a distance of 27.82' to a point; Thence, N 62 degrees 05' 52" E a distance of 92.25' to a point; Thence, N 68 degrees 43' 40" E a distance of 406.72' to a point; Thence, S 59 degrees 21' 06" E a distance of 55.41' to the point of Beginning, having an area of 19103.8 square feet, 0.44 acres, according to a survey by Precision Surveying LLC on 07/18/05.

(2.) WATER LINE EASEMENT DESCRIPTION AS FOLLOWS:

Beginning at a point along the western line of Lot 1; said point lies S 70 degrees 22' 12" W, 259.20' from an iron rod found, the southeast corner of Grace Assembly of God (DB 164 Pg 419); Thence, S 30 degrees 38' 54" W a distance of 20.00' to a point; Thence severing the property of Bobbie M. and Betty Sue Hayes (DB 102 Pg 151) and (DB 110 Pg 230), N 59 degrees 21' 06" W a distance of 26.15' to a point; Thence, S 42 degrees 24' 58" W a distance of 469.87' to a point; Thence, S 60 degrees 00' 21" W a distance of 366.13' to a point in the eastern margin of Hollis Creek Road; Thence with the eastern margin of Hollis Creek Road, N 29 degrees 59' 39" W a distance of 20.00' to fence corner post, the southwest corner of Hayes (DB 110 Pg 230); Thence leaving the eastern margin of Hollis Creek Road, N 60 degrees 00' 21" E a distance of 363.04' to a point; Thence, N 42 degrees 24' 58" E a distance of 483.03' to a point; Thence, S 59 degrees 21' 06" E a distance of 42.41' to the point of beginning, having an area of 17505.6 square feet, 0.40 acres, according to a survey by Precision Surveying LLC on 07/18/05.

(3.) ELECTRIC SERVICE EASEMENT DESCRIPTION AS FOLLOWS:

Beginning at a point along the western line of Lot 1; said point lies S 72 degrees 31' 06" W, 248.18' from an iron rod found, the southeast corner of Grace Assembly of God (DB 164 Pg 419); Thence, S 30 degrees 38' 54" W a distance of 25.46' to a point; Thence, S 82 degrees 25' 39" W a distance of 71.15' to a point; Thence, N 42 degrees 24' 58" E a distance of 31.11' to a point; Thence, N 82 degrees 25' 39" E a distance of 63.07' to the point of beginning, having an area of 1,342.3 square feet, 0.03 acres, according to a survey by Precision Surveying LLC on 07/18/05.

DEED REFERENCE: Being the same property conveyed from Bobbie M. Hayes and wife, Betty Sue Hayes to Alan B. Hayes, of record in Record Book 87, page 349, Register's Office of Cannon County, Tennessee.

LOCATED UPON THE ABOVE-DESCRIBED PROPERTY, AND BEING PERMANENTLY AFFIXED THERETO, AND CONVEYED HERewith THE FOLLOWING MOBILE HOME: 1999 SOUTHERN

ENG DO8 mobile home 52 Ft. Length, 48 Ft. Width S/N #: DSEAL13013A B C

The property conveyed herein is subject to the Plat, easements and restriction, of record in Plat Cabinet 2 -Slide 2-140, Register's Office of Cannon County, Tennessee, and a Right of Way Easement from Bobbie M. Hayes and Betty Sue Hayes to Middle TN Electric Membership, under date of November 28, 1976, of record in Deed Book 106, page 118, Register's Office of Cannon County, Tennessee.

This property has a street address of: 792 Hoover Mill Road, Woodbury, TN 37190.
Map 45 Parcel 8.01.

Said sale will be made for the purpose of paying the indebtedness secured by the above-described Deed of Trust with the proceeds from the sale applied in accordance with the terms of the Deed of Trust.

The Substitute Trustee reserves the right to postpone or set over the date of sale in the event the Trustee deems it best for any reason at the time of sale to postpone or continue this sale from time to time, with such notice of postponement as deemed reasonable by the Substitute Trustee. In the event the highest bidder at such sale fails to complete his purchase of the subject real property within the applicable time allowed, the undersigned Substitute Trustee reserves the right to complete the sale of the subject real property, without further notice of advertisement, to the next highest bidder who is able to consummate his purchase of the property within the time permitted by the Substitute Trustee. This sale shall further be subject to any announcements made at the time of the sale.

This sale is subject to all matters shown on any applicable recorded Plat or Plan; any unpaid property taxes which exist as a lien against the property; any restrictive covenants, easements or setback lines that may be applicable; any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal; and any prior liens or encumbrances that may exist against the property. This sale is also subject to any matter that an accurate survey of the premises would disclose.

The property is to be sold "As Is, Where Is," without representation of warranty of any kind whatsoever, whether express or implied. Without limiting the foregoing, THIS PROPERTY IS TO BE SOLD WITHOUT ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

Said sale is subject to any and all unpaid taxes, restrictive covenants, restrictions, easements and setback lines, and any and all prior liens or encumbrances against said property.

The purchaser will assume the payment of any and all unpaid taxes, including the payment of taxes for 2023.

Pursuant to the Fair Debt Collection Practices Act, this is an attempt to collect a debt and all information obtained may be used in any attempt to collect this debt.

DONE in Smithville, Tennessee, this 25th day of March, 2024.

BRATTEN HALE COOK II, SUBSTITUTE TRUSTEE FOR LIBERTY STATE BANK

BRATTEN HALE COOK II

Attorney for Liberty State Bank 104 North Third Street Smithville, TN 37166

cc: Alan B. Hayes - Regular Mail & Certified Mail 792 Hoover Mill Road
Woodbury, TN 37190

FORECLOSURE SALE NOTICE

WHEREAS, Holly Winsett executed a Deed of Trust dated August 15, 2017 in favor of Robert J. Notestein, III, Trustee, to secure a Promissory Note payable to the order of Curtis Paul Birman in the original amount of \$68,900.00, which Promissory Note is more fully described in Record Book 177, page 901, in the Register's Office of Cannon County, Tennessee, to which reference is hereby made (the "Deed of Trust"), and to secure payment of other indebtedness then existing or to arise thereafter; and

WHEREAS, said Promissory Note and Deed of Trust were assigned by Curtis Paul Birman to Brad Smotherman on August 15, 2017, by instrument of record in Record Book 177, page 905, in the Register's Office for Cannon County, Tennessee.

WHEREAS, said Promissory Note and Deed of Trust were assigned by Brad Smotherman to CB Investments, LLC on August 25, 2017, by instrument of record in Record Book 184, page 906, in the Register's Office for Cannon County, Tennessee.

WHEREAS, R. Houston Akin of Davidson County has been appointed Trustee by CB Investments, LLC, the owner and holder of the Indebtedness by instrument of record at Record Book 254, page 423, Register's Office for Cannon County, Tennessee, with authority to act under the powers given the Trustee under the Deed of Trust and be applicable law; and

WHEREAS, defaults under the Indebtedness secured by the Deed of Trust have occurred; and

WHEREAS, the owner and holder of said Indebtedness has demanded that the real property be advertised and sold in satisfaction of said Indebtedness and the cost of said foreclosure, in accordance with the terms, conditions and provisions of the loan documents and the Deed of Trust

NOW, THEREFORE, notice is hereby given that the Substitute Trustee, pursuant to the power, duty and authority vested in and imposed upon the Trustee in said Deed of Trust and under applicable law, will on Tuesday, April 23, 2024, at 12:00 p.m. o'clock, prevailing time, at the entrance to the Cannon County Courthouse, Woodbury, Tennessee offer for sale to the highest and best bidder for cash and free from all rights and equity of redemption, statutory right of redemption or otherwise, homestead, dower, elective share and all other rights of exemption of every kind as waived in said Deed of Trust, certain property described as follows, to-wit:

A certain tract or parcel of realty lying and being in the Tenth (10th) Civil District, Cannon County, Tennessee, described as follows:

BOUNDED on the North by the Tom Edward Milligan realty; bounded on the South by Billy Mingle realty; bounded on the East, and also on the West, by the Tom Edward Milligan realty, containing 5 acres, more or less, by estimation.

LESS and Except that portion of land conveyed to Kitty L. Mingle from Bobby G. and Paulette Mingle in Record Book 47, page 309 on 09/18/03.

Being the same property conveyed to Holly Winsett, unmarried, by warranty deed from Curtis Paul Birman, unmarried of record in Record Book 177, page 899 said Register's Office.

The address of the property is, upon best information and knowledge, believed to be 199 Mulligan Ln., Liberty, TN 37095, but such address is not part of the legal description of the property. In the event of any discrepancy, the legal description herein shall control.

This property is sold AS IS, WHERE IS AND WITH ALL FAULTS, and without any representations or warranties of any kind whatsoever, whether express or implied. Without limiting the foregoing, THE PROPERTY IS TO BE SOLD WITHOUT ANY IMPLIED WARRANTIES OF MERCHANTABILITY, CONDITION OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

Other interested parties:
NONE

The right is reserved to (i) delay the sale to another time certain or adjourn the day of the sale to another day and time, without further publication and in accordance with law, upon announcement of said delay or adjournment on the day and time and place of the sale set forth above; (ii) sell the Property at the time fixed by the last postponement or to give new notice of sale; (iii) sell the Property in such lots, parcels, segments, or separate estates as the Substitute Trustee may choose; (iv) sell part of the Property and delay, adjourn, cancel, or postpone the sale of the remaining part of the Property; (v) sell the Property in whole and then to sell the Property in parts and to consummate the sale in whichever manner produces the highest sale price; (vi) to sell to the next highest bidder in the event any higher bidder does not comply with the terms of the sale.

The Substitute Trustee will make no covenant of seisin, marketability of title or warranty of title, express or implied, and will sell and convey the subject real estate by Trustee's Deed as Substitute Trustee only and not otherwise.

This sale is subject to all matters shown on any applicable recorded Plat or Plan; any unpaid taxes and assessments (plus penalties, interest and costs) which exists as a lien against the said Property; any restrictive covenants, easements or setback lines that may be applicable; any rights of redemption, equity, statutory or otherwise, not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal; and any and all prior deeds of trusts, liens, dues, assessments, encumbrances, defects, adverse claims and other matters that may take priority over the Deed of Trust upon which this foreclosure sale is conducted or are not extinguished by this Foreclosure Sale. This sale is also subject to any matter that an inspection and accurate survey of the property might disclose.

THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THIS PURPOSE.

Dated this ___ day of March, 2024.

R. Houston Akin, Trustee
615 Main Street, Unit B25
Nashville, TN 37206
(615) 879-7714

Insertion Dates: April 2, 9, and 16, 2024.