

SUBSTITUTE TRUSTEE'S NOTICE OF SALE

WHEREAS, TIMOTHY S. SMITH, ET. AL, executed, acknowledged and delivered to MARK GAMBLE, Trustee, a certain Deed of Trust dated the 3rd day of November, 2006, and of record in Roll 527, Image 287 and modified in Roll 722, Image 1856; Roll 625, Image 1988; Roll 669, Image 1212; Roll 691, Image 2385; Roll 698, Image 1019; Roll 705; Image 427; and Roll 715, Image 1209 in the Register's Office for Washington County, Tennessee, to secure a certain indebtedness owing to First Community Bank of East Tennessee and more fully described therein;

WHEREAS, on the 14th day of April, 2020, the holder of the note securing the indebtedness executed an appointment of Substitute Trustee nominating and appointing KENNETH CLARK HOOD, Substitute Trustee, instead of the said MARK GAMBLE, Trustee, said Substitution of Trustee recorded in Roll 1013, Image 3292 in the Register's Office for Washington, County, Tennessee; and

WHEREAS, default has been made in the payment of said indebtedness, notice of default was given, and the same has become due and payable and the owner and holder of said indebtedness has declared the entire balance owing thereon due and payable, has given notice of acceleration, and has instructed the said Trustee to foreclose said Trust Deed and to advertise and sell the property therein and herein described, upon the terms and conditions set forth in said Trust Deed;

NOW, THEREFORE, notice is hereby given that I will on the 12th day of June, 2020, at 1:30 P.M. prevailing standard time in Washington County, Tennessee, at the front entrance of the Washington County Courthouse in downtown Jonesborough, Tennessee, sell the following described real estate at public auction, for cash, to the highest bidder, and in bar of the equity of redemption, the statutory right of redemption, dower and homestead, but subject to all liens, encumbrances, easements, rights-of-way, set-back lines, restrictions, covenants, current and delinquent property taxes (ad valorem taxes), environmental claims, and the rights of any purchaser at a property tax sale and/or rights of redemption arising from a property tax sale, affecting the subject property which are not extinguished by the foreclosure of the subject deed of trust. The property to be sold is described as follows:

PARCEL NO. 1: BEGINNING at a point on the northwesterly sideline of Gray Station Road, corner with Orth Construction Company. Thence with the line of Orth Construction Company, N. 79° 34' 59" W., 957.69 feet to a point in the easterly right-of-way line of the C.C. and O. Railroad. Thence with the easterly right-of-way line of the C.C. and O. Railroad, N. 13° 30' 11" E., 520.02 feet to a point, corner with Galyon. Thence with Galyon and Hodges, S. 63° 15' 52" E., 997.40 feet to a point on the northwesterly sideline of Gray Station Road. Thence with the northwesterly sideline of Gray Station Road, S. 16° 59' 08" W., 240.60 feet to the point of BEGINNING, containing 8.42 acres, more or less, as

shown on a survey plat made by Gary Weems, RLS of the John Vicars Property, dated October 2, 2006.

PARCEL NO. 2: BEGINNING at a point in the easterly side of the terminus of Majestic Drive, northwest corner of Lot 3, Majestic Place, Section 1 (Plat Book 12, page 236). Thence with the northerly terminus of Majestic Drive, N. 79° 53' 03" W., 50.56 feet to a point in the easterly side of the terminus of Majestic Drive, northeast corner of Lot 2, Majestic Place, Section 1 (Plat Book 12, page 236). Thence with the northerly sideline of Lot 2, Majestic Place, Section 1, N. 79° 53' 03" W., 141.59 feet to a planted stone at the northwest corner of Lot 2, Majestic Place, Section 1 and in the line of Fitzgerald. Thence with the Fitzgerald line, N. 03° 03' 10" E., 792.36 feet to an old iron rod, corner of Bickley. Thence with the Bickley line, S. 63° 22' 15" E., 746.42 feet to an old iron rod, in the westerly right-of-way line of the C.C. and O. Railroad. Thence with the westerly side of the C.C. and O. Railroad right-of-way, S. 11° 24' 13" W., 574.33 feet to an old iron rod, corner of Living Word Church of God. Thence with Living Word Church of God and Lot 3, Majestic Place, Section 1, N. 79° 53' 03" W., 413.15 feet to the point of BEGINNING, containing 10.21 acres, more or less, as shown on a survey plat made by Gary Weems, RLS, of the John Vicars Property, dated October 2, 2006.

And being all the property conveyed to the Grantors by deed from John F. Vicars and wife, Mayme L. Vicars, dated November 3, 2006, of record in the Register's Office for Washington County at Jonesborough, Tennessee, on Roll 527, Image 284; to all of which reference is hereby expressly made.

Possibly included in the above described property, but excluded from this foreclosure sale, are the various units of the Planned Unit Development described in paragraphs 8 and 9 below which constitute prior conveyances out of the subject property described above.

The address of the Subject Property as shown on the tax records for Washington County, Tennessee, is Piper Glen, Gray, Tennessee. (Control Map 12H, Group H, Parcels 008.00, SI 002 and 008.01) and Gray Station Road (Control Map 12, Parcel 023.00)

It will be the responsibility of the successful bidder to obtain possession of the property at his expense. The successful bidder shall be responsible for any damage, vandalism, theft, destruction, etc., to the property. This sale may be subject to valid filed or unfiled mechanic's and materialmen's liens. No representations are made as to the validity or enforceability of any memorandum of mechanic's liens or any suit to enforce the same.

Interests in the property other than the Deed of Trust being foreclosed or matters affecting title known to the undersigned include the following:

1. State and county taxes are subject to classification and assessment of property as agricultural, forest, and open space land pursuant to Tennessee Code Annotated Section 67-5-1001, et seq., as amended from time to time.

2. State and county taxes for the year 2020 are not yet due and payable but constitute a lien on the premises. State and county taxes have been paid through the year 2018. State and county taxes are delinquent for the year 2019 in the amount of \$2,179.64, but interest and penalties continue to accrue on this amount. The exact amount owing can be obtained from the local taxing authorities.

3. There is a prior Deed of Trust from Glen A. Courtney, Timothy S. Smith, Brian K. Wallen, and Holly Wallen to Mark Gamble, Trustee, dated November 30, 2007, recorded in Roll 582, Image 1055, securing First Community Bank of East Tennessee in the sum of \$765,000.00, which is unreleased of record and constitutes a prior lien on the captioned property.

4. Declarations, Covenants, Conditions, and Restrictions for the Stonegate at Gray Planned Unit Development are recorded in Roll 661, Image 433 and as amended in Roll 722, image 1843.

5. Right of way easement to Johnson City Power Board as recorded in Roll 567, Image 2211.

6. All matters as shown by a plat of record in Plat Book 19, Page 760 and 905; Plat Book 20, Pages 160, 180 and 407.

7. The common area was deeded to the Stonegate Condominiums Owners Association, Inc. by Deed dated August 29, 2014, of record in Roll 850, Image 1428.

8. Planned Unit Development Units 381, 385, 389, 391, 401, 403, 407, 413, 417, 368, 372, 376, 386, and 390 were released from the lien on the Deed of Trust of record in Roll 527, Image 287. A release was filed for Unit 411 from the Deed of Trust of record in Roll 582, Image 1055. A release has not been filed for Unit 411 for the Deed of Trust in Roll 527, Image 287.

9. Units 218-236, 270-296, 267-281, 259-269, 237-255, 217-229, 199-209, 171-191, and 143-165 were deeded to First Community Bank of East Tennessee by Substitute Trustee's Deed dated January 18, 2013 of record in Roll 786, Image 877.

10. All property is subject to zoning ordinances which control the uses which may be made of the property. The undersigned makes no representation as to the uses which can be made of the premises in compliance with the applicable zoning ordinances.

11. Rights of parties in possession, if any.

The sale will be made as Substitute Trustee only, without covenants of seizen or warranties of title, and subject to all liens, encumbrances, easements, rights-of-way, set-back lines, restrictions, covenants, current and delinquent property taxes (ad valorem taxes), environmental claims, and the rights of any purchaser at a property tax sale and/or rights of redemption arising from a property tax sale, affecting the subject property which are not extinguished by the foreclosure of the subject deed of trust.

The proceeds derived from the sale of said property will be applied to the payment first to the expenses of this sale, including attorney's fees, then to the payment in full of the indebtedness including interest secured by said Trust Deed, and the balance, if any, to be paid to the parties legally entitled thereto.

This sale may be postponed or adjourned from time to time without readvertising the sale, and may be dismissed and the sale not conducted. The acting Trustee or any Substitute Trustee is authorized to appoint an agent or an auctioneer to conduct the sale, and any sale so made shall have the same validity as if made by the original Trustee. The sale shall be for cash, to the highest bidder.

Dated this the 15th day of May, 2020.

KENNETH CLARK HOOD
Substitute Trustee