

NOTICE OF FORECLOSURE

Default having been made in the payment of a certain note dated October 24, 2019, executed by Connie Elaine Poczubut ("Debtor") payable to Mountain Commerce Bank and Mountain Commerce Bank being the holder of the note described in a Deed of Trust dated October 24, 2019, executed by the Bernet V. Poczubut and the Debtor, and recorded in Book 1712, Page 803 in the Register's Office for Roane County, Tennessee (the "Deed of Trust"), and wherein the said Debtor conveyed the property therein described to Kevin W. Horne, Trustee, to secure the indebtedness therein described, and the entire indebtedness secured by the Deed of Trust having been declared due and payable, and payment not having been made as demanded; and the undersigned, D. Michael Trantum, having been appointed as Substitute Trustee in the place and stead of Kevin W. Horne, Trustee, having the powers of the original Trustee, said appointment being set forth in Book 1914, Page 83, Register's Office for Roane County, Tennessee, notice is hereby given that I, D. Michael Trantum, Substitute Trustee, having been requested so to do by the lawful owner of said indebtedness, having advertised the property for sale on August 17, 2023; August 24, 2023 and August 31, 2023 for a sale to be held on September 12, 2023 at 11:00 a.m. at the Public entrance to the Roane County Courthouse, will on that date and time sell at public outcry to the highest and best bidder, free from the equity of redemption, statutory right of redemption, homestead and dower, and all other exemptions of every kind, all of which are expressly waived in said Deed of Trust, the property being more particularly described as follows:

SITUATE in District No. Four (4) of Roane County Tennessee and being all of Lot 18R, as shown by survey of 8.26 acres, more or less, (a portion of Lots 17-21 of Holiday Hills Estates) for Bernet V. Poczubut and Connie Poczubut of Record in Plat Book F, page 428, Register's Office for Roane County Tennessee to which map specific reference is hereby made for a more particular description.

Deed Book 1654, Page 140, and Deed Book 1592, Page 662, both in the aforesaid Registers Office contain the prior Deed. Subject to matters on Plat Book F, Page 426; the easement for ingress and egress in Book 1654, Page 143; and other matters of record.

County Tax Map: MAP 96, PARCEL 060.01
Property Address: 160 Grigsby Hollow Road, Kingston, Tennessee

This sale is made subject to a prior lien of record in Book 1709, Page 553 in the aforesaid Register's Office.

TERMS OF SALE: CASH. A deposit of twenty percent (20%) of the successful bid amount will be required from the highest bidder at the conclusion of the foreclosure sale. The entire remaining amount of the successful bid must be paid in full in cash to the Substitute Trustee within fifteen (15) days after sale. The purchaser shall pay all recording fees, title examination fees, and settlement fees.

The foreclosure sale of the foregoing property is made without warranty as to the title or physical condition of the property and improvements thereto, if any, and is made subject to any and all unpaid taxes and any other prior claims, liens, any possible superior rights arising from mechanic's liens and materialmen's liens (filed or unfiled), conditions, restrictions, rights-of-way easements, and reservations contained in the Deeds and instruments forming the chain of title to the property.

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, or other loss or damage to the property occurring subsequent to the date of sale.

THE SUBSTITUTE TRUSTEE RESERVES THE RIGHT: (i) to waive the deposit requirement; (ii) to extend the period of time within which the successful bidder is to make full settlement; (iii) to withdraw the property from sale at any time prior to the termination of the bidding; (iv) to keep the bidding open for any length of time; (v) to postpone or set over the date of sale in the event the Substitute 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 or setting over to be in a manner 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 or advertisement, to the next highest bidder who is able to consummate his purchase of the property within the time permitted by the Substitute Trustee.

D. Michael Trantum

D. Michael Trantum
Substitute Trustee
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