

## **SUBSTITUTE TRUSTEE'S NOTICE OF SALE**

Sale at public auction will be on October 2, 2025, at or about 11:00 AM, local time, at the north side entrance of the City County Building, 400 Main Street, Knoxville, TN 37902, pursuant to the Deed of Trust executed by Mark David Summers, married, to Fidelity National Title, as Trustee for Mortgage Electronic Registration Systems, Inc., solely as nominee for NewRez LLC dated September 29, 2021, and recorded on October 6, 2021, as Instrument No. 202110060028675, in the Register's Office for Knox County, Tennessee ("Deed of Trust"), conducted by Padgett Law Group, having been appointed Substitute Trustee, all of record in the Knox County Register's Office. Default in the performance of the covenants, terms, and conditions of said Deed of Trust has been made; and the entire indebtedness has been declared due and payable.

Party entitled to enforce the debt: NewRez LLC d/b/a Shellpoint Mortgage Servicing

Other interested parties: Bank of America, N.A.; Discover Bank

The hereinafter described real property located in Knox County will be sold to the highest call bidder subject to all unpaid taxes, prior liens and encumbrances of record:

Legal Description: The following property situated in the County of Knox, State of Tennessee, and described as follows:

Beginning on an iron pin in the Northern right of way line of McKinney Road at a point 1,161 feet +/- East of the Intersection of Hudson Road, corner to David Summers; thence with Summers line the following calls and distances: N. 6.54.46 E. 310.17 feet to an iron pin; S. 71.02.36 E. 161.59 feet to an iron pin and S. 7.10.05 W. 219.64 feet to an iron pin in the Northern right of way line of McKinney Road; thence with said right of way line, the following: R=120.00' ARC=94.38' CH=91.97' S. 72.11.57 W.; S. 49.40 W. 44.26 feet; and R=75.00' ARC=44.59' CH=43.93 feet S. 66.44.50 W. to the point of beginning, containing 1.00 acre, according to survey of Billy B. Knights RLS #1375.

Being the same premises conveyed unto Alvis David Summers and wife, Wanda Jewell Summers, by virtue of Warranty Deed from Gary Reece Helton and wife, Wanda Faye Helton, dated October 28, 1991, recorded November 4, 1991, in Instrument: 19911040034467; Book: 2055 and Page: 567.

Being the same premises conveyed unto Alvis David Summers, and wife, Wanda Jewell Summers, by virtue of Warranty Deed from Gary Reece Helton and wife, Wanda Faye Helton, dated April 9, 1992, recorded April 13, 1992, in Book: 2069 and Page: 472, Instrument: 199204130033825.

Being the same premises conveyed unto Mark David Summers, single, by virtue of Warranty Deed from Alvis David Summers and wife, Wanda Jewell Summers, dated March 2, 1996, recorded April 4, 1996, in Book: 2207 and Page: 1094; Instrument: 1996040032547.

Street Address: The street address of the property is believed to be 11131 McKinney Road, Mascot, TN 37806, 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.

Map/Parcel Number: 024 101.05

Current owner(s) of Record: Mark David Summers

This sale is subject to all matters shown on any applicable recorded Plat or Plan; any unpaid taxes and assessments; any restrictive covenants, easements or setback lines that may be applicable; rights of redemption, equity, statutory or otherwise, not otherwise waived in the Deed of Trust, including rights of redemption of any government agency, state or federal; and any and all prior deeds of trust, 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.

THE PROPERTY IS SOLD WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, RELATING TO TITLE, MARKETABILITY OF TITLE, POSSESSION, QUIET ENJOYMENT OR THE LIKE AND FITNESS FOR A GENERAL OR PARTICULAR USE OR PURPOSE. The title is believed to be good, but the undersigned will sell and convey only as Substitute Trustee.

The right is reserved to postpone or adjourn the sale to another specified time certain or to another date, time, and location certain, without further newspaper publication upon announcement by posting with the third-party internet posting company and announced on the date, time, and location of sale set forth above or any subsequent postponed or adjourned date, time,

and location of sale; provided, however if the sale is postponed or adjourned for less than five (5) days after the original sale, announcement by internet posting is not required.

If you purchase a property at the foreclosure sale, the entire purchase price is due and payable at the conclusion of the auction in the form of a certified check made payable to or endorsed to Padgett Law Group. No personal checks will be accepted. To this end, you must bring sufficient funds to outbid the lender and any other bidders. Insufficient funds will not be accepted. Amounts received in excess of the winning bid will be refunded to the successful purchaser at the time the foreclosure deed is delivered.

This property is being sold with the express reservation that the sale is subject to confirmation by the lender or trustee. This sale may be rescinded by the Substitute Trustee at any time.

**This Notice of Sale has been posted by Capital City Posting and can be viewed online at [CapitalCityPostings.com](http://CapitalCityPostings.com).**

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