

SUBSTITUTE TRUSTEE'S NOTICE OF SALE

Sale at public auction will be on January 20, 2026, at or about 12:00 PM, local time, at the north side of the City County Building, 400 Main Street, Knoxville, TN 37902, pursuant to the Deed of Trust executed by KENNETH JOE ELLIOTT, to CONCORD TITLE, as Trustee for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR AMERICAN FINANCIAL NETWORK, INC. dated August 30, 2021, and recorded in 202109020018717, 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: Nationstar Mortgage, LLC

Other interested parties: KENNETH JOE ELLIOTT

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:

SITUATED in District Number Six (6) of Knox County, Tennessee and without the corporate limits of the City of Knoxville, Tennessee and being known and designated as all of Lot 3, Block J, BROADACRES SUBDIVISION, Unit 3, as shown on the plat of same which is of record in Plat Cabinet D, Slide 253-D (Formerly Map Book 44-S, Page 15) in the Register's Office for Knox County, Tennessee to which plat specific reference is hereby made for a more particular description of said lot.

BEING the same property conveyed to Kenneth Joe Elliott from John Newton, Bankruptcy Court Trustee on behalf of Ashley S. Brummitt by Warranty Deed dated August 30, 2021, recorded as 202109020018715, in the Registers Office of Knox County, Tennessee. See Trustee's Deed recorded as Instrument No. 202109020018716.

THE SOURCE of the above description is the same as the previous deed of record, no boundary survey having been made at the time of the conveyance.

SUBJECT TO all Restrictions, Covenants, Reservations, and Minimum Building Setback Lines and Ingress and Egress Easements and installation and maintenance of Utility and Drainage facilities as stated on recorded plat of record, if applicable, and all amendments thereto recorded, and further to any matter and/or condition which would be disclosed by a current and accurate survey or inspection of the property herein described.

SUBJECT TO all Notes, Matters, Restrictions, Agreements, Covenants, Easements, Setback Lines, Right-of-Ways and all other Conditions of record in the Register's Office for Knox County, Tennessee.

Street Address: The street address of the property is believed to be 7704 Whitcomb Road, Powell, TN 37849, 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: 056JJ018

Current owner(s) of Record: KENNETH JOE ELLIOTT

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.

Padgett Law Group, Substitute Trustee
6267 Old Water Oak Road, Suite 203
Tallahassee, FL 32312
(850) 422-2520 (telephone)
(850) 422-2567 (facsimile)
attorney@padgettlawgroup.com