

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

Sale at public auction will be on October 9, 2025, at or about 11:00 AM, local time, at the west door of the Hamilton County Courthouse, 625 Georgia Avenue, Chattanooga, TN 37402, pursuant to the Deed of Trust executed by Grant Davenport, unmarried, to John Owens, as Trustee for Mortgage Electronic Registration Systems, Inc., solely as nominee for Primis Mortgage Company dated August 6, 2024, and recorded in Book GI 13676, Page 110, in the Register's Office for Hamilton County, Tennessee ("Deed of Trust"), conducted by Padgett Law Group, having been appointed Substitute Trustee, all of record in the Hamilton 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: None

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

Legal Description: All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee;

Being all of Unit One Thousand Four Hundred Eight (1408), Slayton's Crossing (formerly Central & Main), a Horizontal Property Regime with Private Elements, created pursuant to the provisions of the Tennessee Horizontal Property Act as set forth in Chapter 27, at Section 66-27-101, et seq., in the Tennessee Code Annotated, and as created and more particularly described in Declaration of Covenants and Restrictions for Central & Main, a Horizontal Property Regime with Private Elements (the "Declaration"), made and entered into the 14th day of February, 2019, by Modern Holdings LLC, recorded in Book 11566, Page 118, as amended from time to time, in the Register's Office of Hamilton County, Tennessee, together with appurtenant undivided interests in the Common Elements associated with said units as defined, and easements as created, in said Declaration.

Being the same property as conveyed by Warranty Deed from Stephanie Lyons Mucciano, an unmarried woman unto Grant Davenport, an unmarried man, dated December 28, 2023, recorded January 5, 2024, in Book 13485, Page 222, in the Register's Office of Hamilton County, Tennessee.

Being the same property conveyed by Warranty Deed from Ethan Collier Constructions Co., Inc., a Tennessee corporation, unto Stephanie Lyons Mucciano, dated December 8, 2020, and recorded on December 9, 2020, in Book 12267, Page 875 in the Register's Office of Hamilton County, Tennessee.

This conveyance is made subject to the following:

Conditions, restrictions, reservations, limitations, easements, any lien rights, etc., as set out in instrument recorded in Book 11566, Page 118, as amended in Book 12202, Page 739, further amended in Book 12806, Page 21, and Book 13206, Page 205, as affected by Book 12202, Page 742 and assigned in Book 13241, Page 834, in the Register's Office of Hamilton County, Tennessee, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.

All notes, stipulations, restrictions, easements, conditions, and regulations as set out in legend on recorded plat in Book 115, Page 20 and in Book 118, Page 46 in the Register's Office of Hamilton County, Tennessee.

Ten (10) foot landscape buffer as shown, described or noted on recorded plat.

Fifteen (15) foot EPB easement as shown, described or noted on recorded plat.

Rights of others in and to use of Party Walls.

Public space as shown, described or noted on recorded plat.

Conditions and easements contained in document of record in Book 2116, Page 186, in the Register's Office of Hamilton County, Tennessee.

Inspection and Maintenance Agreement recorded in Book 12818, Page 167, in the Register's Office of Hamilton County, Tennessee.

Any and all matters, including but not limited to Conditions, Restrictions, Reservations, Limitations, Easements, Stipulations, Notes, etc., as set out on the recorded plats in Plat Book 115, Page 20, and in Plat Book 118, Page 46, in the Register's Office of Hamilton County, Tennessee.

Any governmental zoning or subdivision ordinance is effect thereon.

Street Address: The street address of the property is believed to be 1408 Slayton Street, Chattanooga, TN 37408, 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: 146I E 020 C014

Current owner(s) of Record: Grant Davenport

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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