

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

Sale at public auction will be on February 12, 2026, 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 Brandon C Thomas, married man, to Wilburn J. Evans, as Trustee for Mortgage Electronic Registration Systems, Inc., solely as nominee for FirstBank dated March 15, 2021, and recorded in Book GI 12399, Page 836, 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: FirstBank

Other interested parties: Secretary of Housing and Urban Development; First Portfolio Ventures I LLC as assignee of Erlanger Health Systems; Capital One Bank (USA), N.A.; Midland Credit Management, Inc.; Harpeth Financial Services, LLC d/b/a Advance Financial; Sunset Pointe Homeowners' Association, Inc.

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: IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE:

Lot Seventeen (17), Sunset Pointe Subdivision, as shown by plat of record in Plat Book 89, Page 66, in the Register's Office of Hamilton County, Tennessee.

TOGETHER WITH all benefits, rights, privileges and easements as set forth in "Declaration of Covenants and Restrictions for Sunset Pointe and by-laws for Sunset Pointe Homeowners' Association, Inc." of record in Book 8401, Page 76, in the Register's Office of Hamilton County, Tennessee.

TOGETHER WITH the right of access and use of community lots as shown, described and noted on plat of record in Plat Book 89, Page 66, in the Register's Office of Hamilton County, Tennessee.

REFERENCE is made for prior title to Deed recorded in Book 11237, Page 962, in the Register's Office of Hamilton County, Tennessee.

Tax Parcel No. 091I-F-017

Subject to burdens, covenants, lien of assessments, restrictions, by-laws, rules, regulations and easements, all as set forth in "Declaration of Covenants and Restrictions for Sunset Pointe and By-Laws for Sunset Pointe Homeowners' Association, Inc." of record in Book 8401, Page 76, in the Register's Office of Hamilton County, Tennessee, but omitting and not republishing any covenant, condition, restriction, or limitation to the extent that the specific covenant, condition, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

Subject to Five (5) foot drainage easement as shown, described or noted on plat recorded in Plat Book 89, Page 66, in the Register's Office of Hamilton County, Tennessee.

Subject to Ten (10) foot drainage easement as shown, described or noted on plat recorded in Plat Book 89, Page 66, in the Register's Office of Hamilton County, Tennessee.

Subject to Ten (10) foot power and communications easement as shown, described or noted on plat recorded in Plat Book 89, Page 66, in the Register's Office of Hamilton County, Tennessee.

Subject to any setback lines, rights of way, easements, notes and any and all other matters shown on plats recorded in Plat Book 86, Page 21, and Plat Book 89, Page 66, in the Register's Office of Hamilton County, Tennessee.

Street Address: The street address of the property is believed to be 6417 Faultless Way, Hixson, TN 37343, 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: 0911 F 017

Current owner(s) of Record: Brandon C. Thomas

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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