

SUBSTITUTE TRUSTEE'S NOTICE OF SALE

Sale at public auction will be on August 27, 2026, at or about 2:00 PM, local time, at the west door of the Hamilton County Courthouse, 615 Walnut Street, Chattanooga, TN 37402, pursuant to the Deed of Trust executed by K&S Design Builds LLC, to Nick Harris, Esq., as Trustee for ABL RPC Residential Credit Acquisition LLC dated November 30, 2023, and recorded in Book GI 13464, Page 424, 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: UMB Bank, National Association, not in its individual capacity but solely as owner trustee for Verus Securitization Trust 2024-2

Other interested parties: Kenneth Beauregard, ABL RPC Residential Credit Acquisition LLC, Burnside Townhomes Owners' Association, c/o Jon D. Curtis, John Ratto; Rebecca Owens; Michele Coffman as Trustee

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: Certain real property situate in the City of Chattanooga, Hamilton County, Tennessee, and described as follows, to-wit: BEING Unit 19 of Burnside Townhomes, a Horizontal Property Regime with Private Elements located in Hamilton County, Tennessee and described in the Master Deed for Burnside Townhomes, a Horizontal Property Regime with Private Elements, of record in Book 12979, page 614, as amended in Book 13046, page 782, and further as Amended and Restated by Amended and Restated Declaration of Covenants, Conditions and Restrictions for Burnside Townhomes, a Horizontal Property Regime with Private Elements of record in Book 13308, page 555, and revised in Book 13354, page 700, Register's Office for Hamilton County, Tennessee, to which reference is hereby made. The easements, restrictive covenants, conditions and regulations imposed upon and relating to the units, co-owners and tenants of Burnside Townhomes, a Horizontal Property Regime with Private Elements contained in said Declaration appearing of record as Book 12979, page 614, Register's Office for Hamilton County, Tennessee, the plat filed as Exhibit "A-1" to amended Declaration of record in Book 13046, page 782, Register's Office for Hamilton County, Tennessee, and, the Site Plan set out on Exhibit "B" of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Burnside Townhomes, a Horizontal Property Regime with Private Elements of record in Book 13308, page 555, and amended in Book 13354, page 700, Register's Office for Hamilton County, Tennessee, and By-Laws appended thereto as Exhibit "C", said Register's Office, are incorporated hereby reference and made a part here of the same as though copied herein for a more complete identification and description of said Unit. BEING the same property conveyed to RTB Holdings. LLC, a Tennessee limited liability company by Warranty Deed from ZeroProperties, LLC, a Tennessee limited liability company, dated October 31, 2022 and filed of record in Book 13133, page 752, Registers Office for Hamilton County, Tennessee. This conveyance is made subject to: The premises herein is Horizontal Property Regime under the Tennessee Horizontal Property Act: as set out in Section 66-27-101 et seq. Of the Tennessee Code Annotated and is subject to the provisions and requirements thereof; to the By-Laws for the administration thereof; to easements, rights and interest in favor of other unit owners and all sewer, water, electrical, telephone and other utility easements now or hereafter established over, through, or upon the land embracing the regime and covenants, restrictions, options, burdens, assessments and other undertakings contained in the Master Deed establishing a Horizontal Property Regime of Burnside Townhomes, of record in Book 12979, page 614, as amended in Book 13046, page 782, Book 13308, page 555, and Book 13354, page 700 said Register's Office, and By-Laws appended thereto. Subject to easements, setback lines, notes, conditions, stipulations, etc, and all other matters as set forth per Plat Book 124, page 36, as revised in Plat Book 125, page 20, Register's Office for said County. Subject to Items 5 and 6 of the Restrictions of record in Book J, Volume 21, page 478, in the Register's Office for Hamilton County, Tennessee. Notice of Land Use Restrictions of record in Book 12198, page 753, Register's Office aforesaid Subject to Easements appearing of record in Book 7704, page 477, and Book 10304, page 522, Register's Office for said County. Subject to a Sewer Easement appearing of record in Book 1372, page 266, Register's Office for said County. Subject to Access and Parking Easement Agreement appearing of record in Book 12896, page 145, amended in Book 12966, page 85, Book 12896, page 512, Book 12966, page 90, and Book 12966, page 95, Register's Office for said County. Temporary Construction Easement Agreement of record in Book 12979, page 664, Register's Office for said County. Reciprocal Bridge Easement Agreement of record in Book 13013, page 294, Register's Office for said County. Conditions and Easements of record in Book 2116, page 186, Register's Office for said County. Rights of others in and to common areas and/or elements. Rights of others in and to party walls.

The last deed of record is a Warranty Deed recorded 12/06/2023 in Book 13464, Page 422, in the Register's Office for

Hamilton County, TN.

Street Address: The street address of the property is believed to be 789 Burnside Place, 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: 145M-S-019.01 C019

Current owner(s) of Record: K&S Design Builds LLC

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.

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