shall, at the option of the Successor Trustee, be cause for rejection of the bid, and, if the bid is rejected, the Successor Trustee shall have the option of making the sale to the next highest bidder who is ready, willing, and able to comply with the terms thereof. The proceeds derived from the sale of the property will be applied as provided for in said Deed of Trust.

INTERESTED PARTIES: Tommy Stone a/k/a Stanley T. Stone

Pinnacle Bank Department of the Treasury - Internal Revenue Service Tennessee Department of Revenue

Discover Bank Mohawk Servicing, LLC American Express Bank, FSB George H. White, Successor

White & Polk, P.C. 107 West College Street Murfreesboro, TN 37130 (615) 893-6592 Publish: October

October 31, and November 7, 2018 The Smithville Review Date of Sale

Monday, November 19, 2018 at 11:00 a.m.

27734 W3t11-7

NOTICE OF TRUSTEE'S

SALE WHEREAS, default has occurred in the performance of the covenants, terms, and conditions of a Deed of Trust Note dated February 15, 2013, and the Deed of Trust of even date securing the same, recorded March 4, 2013, in Book No. 354, at Page 679 and re-recorded on September 24, 2018, in Book No. 434, at Page 204, in Office of the Register of Deeds for DeKalb County, Tennessee, executed by Christopher L. Johnson, conveying certain property therein described to First American Title Insurance Company as Trustee for JPMorgan Chase Bank, N.A.; and the undersigned, Wilson & Associates, P.L.L.C., having been appointed Successor Trustee by Bayview Loan Servicing, LLC.

NOW, THEREFORE, notice is hereby given that the indebtedness has been declared due and payable; and that an agent Wilson & Associates, P.L.L.C., as Successor Trustee, by virtue of the power, duty, and authority vested in and imposed upon said Successor Trustee, by Bayview Loan Servicing, LLC, will, on November 14, 2018 on or about 10:00 AM, at the DeKalb County Courthouse, Smithville, Tennessee, offer for sale certain property hereinafter described to the highest bidder FOR certified funds paid at the conclusion of the sale, or credit bid from

a bank or other lending

CENTER HILL

VILLAGE

APARTMENTS

1222 S. College Street, Smithville

1 & 2 Bedroom • Convenient Location

Water, Sewer, Trash Pickup

\$200 Security Deposit

615-597-8449

TDD 711

NOTICE TO FURNISHERS

OF LABOR AND MATERIALS TO:

Cumberland Guardrail, Inc.

PROJECT NO.: 98028-4188-04

CONTRACT NO.: CNQ140

COUNTY: DeKalb

The Tennessee Department of Transportation

is about to make final settlement with the

contractor for construction of the above num-

bered project. All persons wishing to file claims

pursuant to Section 54-5-122, T.C.A. must file

same with the Director of Construction. Ten-

nessee Department of Transportation, Suite

700 James K. Polk Bldg., Nashville, Tennessee

37243-0326, on or before 11/30/2018.

entity pre-approved by the successor trustee. The sale is free from all exemptions, which are expressly waived in the Deed of Trust, said property being real estate situated in DeKalb County, Tennessee, and being more particularly described as

Situated in the 9th Civil District of DeKalb County, Tennessee, described as follows: Beginning on A.J. Waggoner's corner and running North 150 yards to a stake in Muddy Hollow; thence with Muddy Hollow 1500 yards to a rock; thence East 40 yards to the beginning, and containing 1.05 acres, more or less.

ALSO DESCRIBED AS The following is a description the Christopher L. Johnson property boundary located at 2175 Midway Road in the 9th Civil District of Dekalb County, Tennessee. (Reference Tax Control Map 065 Parcel

043.00 and Record Book 249 Page 17) Beginning at a 1/2" iron rod (old) in the northern margin of Midway Road (being a 50'

wide public right-of-way) being the southwest corner of this described property boundary and the southeast corner of Tressa P. Banks Wauford (DB 428 PG 83) and being located N 75°14'36" E a distance of 363 .05' from the point of intersection of the centerlines of Midway Road and Page Drive; thence leaving Midway Road and going with the Wauford property N 12°27'41' W a distance of 156.97' to a 1/2" iron rod (old): thence 08°59′47″ W a distance of 77.80' to a 1/2" iron rod (old); thence N 03°58'53" E a distance of 17.45' to a 40' oak tree; thence N 21°06'26" E a distance of 173.02' to a 1/2" iron rod (old); thence N 22°06′08″ E a distance of 79.40' to a 16" iron rod (old) in a fence being the northwest corner of this described property boundary, the northeast corner of Wauford, and a point in the southern line of Mark D. Cantrell (DB 364 PG 563); thence leaving Wauford and going with the Mark Cantrell property and a fence S $64^{\circ}54'03''$ E a distance of 120.32' to a wood fence post (old) heing the northeast corner of this described property boundary, the southeast corner of Mark Cantrell, and a point in the western line of Johnny Alton Cantrell (DB 364 PG 561); thence leaving Mark Cantrell and the fence and going with the property of Johnny Cantrell and the property of Fay Cantrell (DB 132 PG 77) \$ 04°32'33" W a distance of 446.86' to a 1/2" iron rod (old) in the northern margin of Midway Road being the southeast

corner of this described

property boundary and the

southwest corner of Fay

Cantrell and going with the Midway Road right-of-way and a curve turning to the left with an arc length of 121.82', a radius of 915.14', a chord hearing of N 83°24'08" W, and a chord length of 121.73' to the point of beginning, having an area of 1.66 acres, more or less, as surveyed by Brian McMeans #2645 of Global

This survey is subject to any and all right-of-ways, easements, setbacks, and/or restrictions. recorded and unrecorded,

property deeds at the date

This survey does not represent a title search or a guarantee of title and was completed without the benefit of an abstract of title. ALSO KNOWN AS: 2175 Midway Road, Smithville, TN

37166 This sale is subject to all matters shown on any applicable recorded plat; any unpaid taxes; any restrictive covenants, easements, or setback lines that may be applicable; any statutory rights of redemption of any governmental agency, state or federal; any prior liens or encumbrances as well as any priority created by a fixture filing; and to any matter that an accurate survey of the premises might disclose. In addition, the following parties may claim an interest

in the above-referenced property: CHRISTOPHER L. JOHNSON The sale held pursuant to this Notice may be rescinded at the Successor Trustee's option at any time. The right is reserved to adjourn the day of the sale to another day, time, and place certain without further publication, upon announcement at the time and place for the sale set forth above. In the event of inclement weather, the trustee hereby announces that the sale will be postponed for a period of two weeks. In such situations, notices will be mailed to interested parties of record. W&A No. 329153 DATED October 9, 2018

WILSON & ASSOCIATES, P.L.L.C., Successor Trustee W&A No. 329153

27715 W3t10-31 SUBSTITUTE TRUSTEE'S SALE Default having been made in the terms, conditions, provisions and payments made and provided for in a Deed of Trust dated May 8, 2008, executed by Ronald D. Taylor, to Investors Title Tennessee Company, a Corporation, Trustee, and recorded in Book 285. Page 685 in the Register's Office for DeKalb County, Tennessee, to secure the indebtedness indebtedness

substitute trustee by written instrument dated October 3, 2018, recorded in Book 435, Page 162, in the above mentioned Register's Office. notice is hereby given that I, the undersigned substitute trustee, or my designated agent, under the power and authority vested in me by said deed of trust, and having been requested to do so by the lawful owner and holder of said debt, will on Thursday, November 15, 2018 at 3:45 pm at the front door of the DeKalb in Smithville, Tennessee, sell at public outcry to the highest and best bidder for cash, free from the equity of redemption, homestead and dower, and all other exemptions and rights of every kind, all of which are expressly waived in said deed of trust, the following described tract or parcel

being more particularly described as follows: Road at the northeast corner based determined meridian to Ronald Taylor on 1 July,

Book 102 pages 59-61 at the said Register's office; thence: (1) North 69 degrees, 40 minutes 00 seconds East 13.68 feet to a point in the center of the said Hutchings

55 minutes 12 seconds East 70.18 feet to a point; thence (3) Continuing along the center of the said road South 06 degrees 04 minutes 32 seconds East 97.43 feet to a point; thence:

center of the said road South 03 degrees 45 minutes 34 seconds East 86.24 feet to a point: thence: (5) Continuing along the

center of the said road South 01 degrees 42 minutes 19 seconds East 93.73 feet to a point; thence: (6) Continuing along the

center of the said road South 00 degrees 13 minutes 21 seconds West 19.62 feet to a point: thence: (7) Leaving said road South 82 degrees 06 minutes 03

seconds West 11.83 feet to an iron pin in a wire fence; thence: (8) Along the said wire fence South 82 degrees 06

minutes 03 seconds West 124.89 feet to a point in the said

fence; thence: $(9) \, Continuing \, along \, the \, said$ wire fence South 82 degrees 12 minutes 59 seconds West 97.70 feet to an

aluminum fence post corner; thence: (10) Continuing along the said wire fence North 03 degrees 29 minutes 41

West 90.95 feet to a spike set in the said wire fence; thence: (11) Continuing along the

seconds

said wire fence North 15 degrees 07 minutes 35 seconds

East 37.96 feet to a steel fence post in the said wire fence; thence: (12) Continuing along the

said wire fence North 15 degrees 32 minutes 40 seconds East 56.88 feet to a steel fence post; thence:

(13) Continuing along the said wire fence North 15 degrees 30 minutes 16 seconds East 167.75 feet to a spike set

corner; thence: (14) Continuing along the said wire fence North 69 degrees 31 minutes 52

at an aluminum fence post

seconds East 83.91 feet to an fence post; aluminum thence: (15) Continuing along the

said wire fence North 69 degrees 51 minutes 29 seconds

East 59.47 feet to the point of beginning. Containing 70,999 square feet of land but after

deducting 9,189 square feet lying within the right-of-way there remains 61,819 square feet of land. The said rightof- way is described as being 25 feet westerly and parallel with the herein-described road center.

herein-described tract is part of the said land conveyed by Gail Summers Stewart, et vir., to Ronald Taylor and is now designated and shown as DeKalb County Tax Map 68, Parcel 7.09.

This description was written August 18, 2006 by Eugene J. O'Neil, RLS, TN license O'Neil and O'Neil, LLC, PO Box 817, Smithville, Tennessee, telephone (615) 597-6542

DEED REFERENCE: Being a portion of the same lands conveyed from Gail Summons Stewart and her husband, Ricky J. Stewart, to Ronald Taylor by Warranty Deed under date of July 1, 2004 and of record in Record Book 202, Pages 611-613, Register's Office, DeKalb

County, Tennessee. Subject to any and all existing ROW, easements, setback lines and restrictive covenants of record in said Register's Office including a ROW as stated in Book 249, Page 230 in said Register's

Office. This description was taken from the deed of trust being foreclosed on of record in Book 286, Page 685, said

Register's Office. TAX MAP-PARCEL NO.: 068-

PROPERTY ADDRESS: 539 Jay Hutchings Road, Sparta, TN 38583 as shown on the tax maps for the Assessor of Property for DeKalb County,

This sale is subject to any and all unpaid real estate taxes; restrictive covenants, easements and setback lines; any and all redemption rights, including rights redemption of governmental agency, State or Federal, and any and all prior liens or encumbrances against said real property. Said sale is further subject to matters that an accurate survey of the property might

The property sold pursuant to this notice shall be sold "AS IS" and neither the Substitute Trustee nor the beneficiary of the Deed of Trust, nor any agent or attorney therefore, makes or shall make any warranty, whether express or implied, as to the condition, quality quantity thereof including, but not limited to, the enforceability of any lease affecting the property the existence or absence of defaults under or the effect or this sale upon the rights of any party under such lease The Substitute Trustee shall make no warranty of title express or implied, and will sell and convey the subject real property by Substitute

substitute trustee may adjourn or postpone the aforementioned sale of real property by public announcement at time and place of sale, and from time to time thereafter may postpone such sale by

Trustee's Deed only.

time and place fixed by the preceding postponement or subsequently noticed sale, and without further notice make such sale at the time fixed by the last postponement, or may, in control. its discretion, give a new notice of sale. If applicable, the Notice requirements of

T.C.A. § 35-5-117 have been The failure of any high bidder to pay the purchase price and close the sale shall, at the option of the Substitute Trustee, be cause for rejection of the bid. and, if the bid is rejected, the Substitute Trustee shall have the option of making the sale to the next highest bidder who is ready, willing, and able to comply with the terms thereof. The proceeds derived from the sale of the property will be applied as provided for in said deed of trust. Terms of sale:

David G. Mangum Substitute Trustee 2303 8th Avenue South Nashville, TN 37204 (615) 255-8690 Interested Parties: Title Insurance Ticor Company Publish Newspaper: Smithville Review Editions dated: Wednesday, October 24, October 31 and November 7, 2018 File #75136

Cash

Substitute Trustee:

27879 W3t11-7

SUBSTITUTE TRUSTEE'S

SALE Sale at public auction will

be on November 28, 2018 at 10:00AM local time at the west side door, Dekalb County Courthouse, One Public Square, Smithville, Tennessee pursuant to Deed of Trust executed by Walter D. Cavanah and Holly Cavanah, to Steve Shelton, Trustee, as trustee for Mortgage Electronic Registration Systems, Inc. as nominee for First Choice Lending Services, LLC on March 3, 2015 at Record Book 379, Page 405, Instrument No. 170955; conducted by Shapiro & Ingle, LLP, having been appointed Substitute or Successor Trustee, all of record in the Dekalb County Register's Office. Default has occurred in the performance of the covenants, terms, and conditions of said Deed of Trust and the entire indebtedness has been declared due and payable. Party Entitled to Enforce the Debt: Wells Fargo Bank, NA, its successors and assigns. The following real estate

located in Dekalb County, Tennessee, will be sold to the highest call bidder: Described property located at Dekalb County, Tennessee, to wit:

Tract No. 1 of the Michael McCullough recorded in Plat Book 1, Page 897, in the Register's Office for DeKalb County,

Being the same property conveved to Walter D. Cavanah and wile, Holly Cavanah, by Warranty Deed, from Danny Dunson and wife. Pamela L. Dunson. which appears of record in Record Book 379, Page 403, in the Register's Office for DeKalb County, Tennessee. Street Address: 204 Luna Ln, Sparta, Tennessee 38583

Parcel Number: 52 031.04 Owner(s) Current of Property: Walter D. Cavanah and Holly B. Cavanah The street address of the above described property

is believed to be 204 Luna

Tennessee Sparta, 38583, but such address is not part of the legal description of the property sold herein and in the event of any discrepancy, the legal herein shall description

This sale is subject to without limitation, matters shown on any applicable recorded plat; any unpaid taxes; any restrictive setback lines that may be applicable: any statutory right of redemption of any governmental agency, state or federal; any prior liens or encumbrances including those created by a fixture filing or any applicable homeowners' association dues or assessments: all claims or other matters, whether of record or not, which may encumber the purchaser's title and any matter that an accurate survey of the premises might disclose.

The following parties may claim an interest in the above-referenced property to be affected by the foreclosure: any judgment creditor or lien holder with an interest subordinate to the said Deed of Trust or any party claiming by through, or under any of the foregoing. Such parties known to the Substitute Trustee may include: None. Terms of Sale will be public auction, for cash, free and clear of rights of homestead, redemption and dower to the extent disclaimed or inapplicable, and the rights of Walter D. Cavanah and Holly Cavanah, and those claiming through him/her/

Any right of equity of redemption, statutory and otherwise, and homestead are waived in accord with the terms of said Deed of Trust. and the title is believed to be good, but the undersigned will sell and convey only as Substitute Trustee.

The right is reserved to adjourn the day of the sale to another day, time, and place certain without further publication, upon announcement at the time and place for the sale set forth above. 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/bank check made payable to or endorsed to Shapiro & Ingle, LLP. 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 only by the Substitute Trustee at any time If the Substitute Trustee rescinds the sale. the purchaser shall only be entitled to a return of any money paid towards the purchase price and shall have no other recourse. Once the purchaser tenders the purchase price, the Substitute Trustee may deem the sale final in which case the purchaser shall have no remedy. The real property will be sold AS IS. WHERE IS, with no warranties or representations of any kind, express or implied, including without limitation

condition of the property or marketability of title. This office may be a debt collector. This may be an attempt to collect a debt and any information obtained may be used for

that purpose. Shapiro & Ingle, LLP Substitute Trustee 10130 Perimeter Parkway, Suite 400 Charlotte, NC 28216

Phone: (704) 333-8107 Fax: (704) 333-8156 File No. 18-115878 27881 W3t11-7

Items for Sale

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WOOD PELLETS For pellet stoves & pellet grills. Green way super premium \$4 for 40lb. bag or \$185 a ton.

Smithville McMinnville 931-261-3369 8

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Small company needs Class A D\CDL Driver

with good record. Start tomorrow 615-374-3385

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HELP WANTED

Brown & Sharpe, Acme-Gridley screw machines and CNC

Lathe. Set-up & operator. Experience Required 4 Day work week

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Looking for person interested in learning metal stud and

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Contact Steve

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Tennessee Valley Tree Service is now hiring.

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615-464-7368

Real Estate

For Rent



EQUAL HOUSING OPPORTUNITY

All residental real estate for sale, rent or financing advertised in this newspaper is subject to the Federal Fair Housing Act of 1968 as amended which makes it illegal to advertise any preference, limitation or discrimiation based or race, color, religion, sex, handicap, familiar status or national origin or intention to make any such preferences, limitations or discriminations. This newspaper will not knowing This newspaper will not knowing accept any advertising for residents real estate for sale, rent or financing which is in violation of this law All persons are hereby informed ing which is in violation of this law. All persons are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis. If you find an advertisement that you believe violates the Fair Housing Act or if you experience discrimination on the basis of race, color, religion, sex, handicap, familiar status "the presence or expected presence of children under 18 in a household" or national origin in seeking an apartment, house, homeowner's insurance or a morgage loan, please call the TN Fair Housing Council at 1-800-254-2166.

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For additional information call 615-563-4800 and

ask for Karla.

(4) Continuing along the

Surveying, LLC on June 22, 2018. exceptions,

which may affect this property. This survey was completed using the latest recorded

of this survey.

therein described to FirstBank, and entire indebtedness having been called due and payable as provided in said deed of trust, and said payment not having been made, and the lawful owner and holder of said having appointed the undersigned, David G. Mangum, as

County Courthouse located

of land more particularly described as follows, to-wit: Lying and being in the 5th Civil District of DeKalb County, Tennessee and

BEGINNING at an iron pin on the west side of Hutchings of the herein-described tract. The said iron pin is further described as being, upon magnetic 2006, South 01 degrees 08 minutes 47 seconds East 117.4 feet from a wood fence post at the northeast corner of the whole tract of which the herein-described is a part conveyed by Gail Summers Stewart and her husband, Ricky J. Stewart, 2004 as it appears in Record Book 202, on pages 611-613 at the Register's Office of DeKalb County, Tennessee. The said fence post is further described as being the southeast corner of a tract of land conveyed by Gail Summers Ward Stewart and her husband, Rick Stewart, to J.W. Pollard and his wife, Bettye Pollard, on 13 April, 1999 as it appears in Record

Road: thence: (2) Along the center of the said road South 01 degrees