

NOTICE OF DEFAULT AND FORECLOSURE SALE

WHEREAS, on 11/5/2010, a certain Mortgage Deed of Trust was executed by WILLIE FRANCES BELL, BY AND THROUGH HER AUTHORIZED ATTORNEY IN FACT, LOLA A. ALLEN as trustor in favor of METLIFE HOME LOANS, A DIVISION OF METLIFE BANK, N.A. as beneficiary, and was recorded on 11/12/2010, as Instrument No. 138611, in Book 977, Page 858-867, in the Office of the Recorder of McMinn County, Tennessee; and

WHEREAS, the Mortgage Deed of Trust was insured by the United States Secretary of Housing and Urban Development (the Secretary) pursuant to the National Housing Act for the purpose of providing single family house; and

WHEREAS, the beneficial interest in the Mortgage Deed of Trust is now owned by the Secretary, pursuant to an assignment dated 12/27/2018, recorded on 12/27/2018, as instrument number 202866, book 1158, page 36-37, in the office of McMinn County, Tennessee; and

WHEREAS, a default has been made in the covenants and conditions of the Mortgage Deed of Trust in that the payment due upon the death of the borrower(s) was not made and remains wholly unpaid as of the date of this notice, and no payment has been made sufficient to restore the loan to currency; and

WHEREAS, the entire amount delinquent as of 1/30/2026 is \$110,361.39; and

WHEREAS, by virtue of this default, the Secretary has declared the entire amount of the indebtedness secured by the Mortgage Deed of Trust to be immediately due and payable;

NOW THEREFORE, pursuant to powers vested in me by the Single Family Mortgage Foreclosure Act of 1994, 12 U.S.C. 3751 et seq., by 24 CFR part 27, subpart B, and by the Secretary's designation of me as Foreclosure Commissioner, recorded on 2/6/2025, as Instrument No. 261884, notice is hereby given that on 3/17/2026 at 12:00 PM local time, all real and personal property at or used in connection with the following described premises ("Property") will be sold at public auction to the highest bidder: Legal Description:

BEING LOT TWELVE (12) IN BLOCK 6 OF THE ATHENS MINING AND MANUFACTURING COMPANY, AS DEPICTED ON PLAT OF RECORD IN TRUST BOOK 2, PAGE 313, REGISTER'S OFFICE OF MCMINN COUNTY, TENNESSEE. MORE ACCURATELY DESCRIBED AS: BEING LOT TWELVE (12) IN BLOCK 6 OF THE ATHENS MINING AND MANUFACTURING COMPANY, AS DEPICTED ON PLAT OF RECORD IN TRUST BOOK 2, PAGE 313, REGISTER'S OFFICE OF MCMINN COUNTY, TENNESSEE. BEING THE SAME PROPERTY CONVEYED TO WILLIE FRANCES BELL BY WARRANTY DEED FROM DAN PAUL WILLIAMS AND WIFE, ALICE A. WILLIAMS, DATED 02/28/2006 AND RECORDED 03/07/2006 IN BOOK 17-K, PAGES 81-82 IN REGISTER'S OFFICE OF MCMINN COUNTY, TENNESSEE. SUBJECT TO ANY SETBACK LINES, DRAINAGE AND/OR UTILITY EASEMENTS AND CONDITIONS AND LIMITATIONS DEPICTED AND/OR NOTED ON OR ATTACHED TO THE RECORDED PLAT.

Commonly known as: 211 DALE STREET, ATHENS, TN 37303 The sale will be held at: At the front steps of the McMinn County Courthouse, 6 East Madison Avenue, Athens, TN Per the Secretary of Housing and Urban Development, the estimated opening bid will be \$115,268.02. There will be no proration of taxes, rents or other income or liabilities, except that the purchaser will pay, at or before closing, his pro rata share of any real estate taxes that have been paid by the Secretary to the date of the foreclosure sale.

When making their bids, the winning bidders with the exception of the Secretary must submit a deposit totaling ten percent (10%) of the Secretary's estimated bid amount in the form of a certified check or cashier's check made payable to the undersigned Foreclosure Commissioner. Ten percent of the estimated bid amount for this sale is \$11,526.80. A deposit need not accompany each oral bid. If the successful bid is oral, a deposit of \$11,526.80 must be presented before the bidding is closed. The deposit is nonrefundable. The remainder of the purchase price must be delivered within 30 days of the sale or at such other time as the Secretary may determine for good cause shown, time being of the essence. This amount, like the bid deposits, must be delivered in the form of a certified or cashier's check. If the Secretary is the highest bidder, he need not pay the bid amount in cash. The successful bidder will pay all conveying fees, all real estate and other taxes that are due on or after the delivery date of the remainder of the payment and all other costs associated with the transfer of title. At the conclusion of the sale, the deposits of the unsuccessful bidders will be returned to them. The Secretary may grant an extension of time within which to deliver the remainder of the payment. All extensions will be for 15 day increments for a fee of: \$500.00, paid in advance. The extension fee shall be in the form of a certified or cashiers check made payable to the Secretary of HUD. If the high bidder closes the sale prior to the expiration of any extension period, the unused portion of the extension fee shall be applied toward the amount due. If the high bidder is unable to close the sale within the required period, or within any extensions of time granted by the Secretary, the high bidder may be required to forfeit the cash deposit or, at the election of the Foreclosure Commissioner after consultation with the HUD representative, will be liable to HUD for any costs incurred as a result of such failure. The Commissioner may, at the direction of the HUD representative, offer the property to the second highest bidder for an amount equal to the highest price offered by that bidder. There is no right of redemption, or right of possession based upon a right of redemption, in the mortgagor or others subsequent to a foreclosure completed pursuant to the Act. Therefore, the Foreclosure Commissioner will issue a Deed to the purchaser(s) upon receipt of the entire purchase price in accordance with the terms of the sale as provided herein. HUD does not guarantee that the property will be vacant. The scheduled foreclosure sale shall be cancelled or adjourned if it is established, by documented written application of the mortgagor to the Foreclosure Commissioner not less than 3 days before the date of sale, or otherwise, that the default or defaults upon which the foreclosure is based did not exist at the time of service of this notice of default and foreclosure sale, or all amounts due under the mortgage agreement are tendered to the Foreclosure Commissioner, in the form of a certified or cashier's check payable to the Secretary of HUD, before public auction of the property is completed.

The amount that must be paid if the Mortgage Deed of Trust is to be reinstated prior to the scheduled sale is based on the nature of the breach, this loan is not subject to reinstatement. A total payoff is required to cancel the foreclosure sale or the breach must be otherwise cured. A description of the default is as follows: FAILURE TO PAY THE PRINCIPAL BALANCE AND ANY OUTSTANDING FEES, COSTS, AND INTEREST WHICH BECAME ALL DUE AND PAYABLE BASED UPON THE DEATH OF ALL MORTGAGORS. Tender of payment by certified or cashier's check or application for cancellation of the foreclosure sale shall be submitted to the address of the Foreclosure Commissioner provided below.

Date: 1/30/2026 Foreclosure Commissioner

By: Jazmin Chavez Title: Foreclosure Assistant

3333 Camino Del Rio South, Suite 225 San Diego, California 92108

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