Karen Johnson
Batch # 1096626
02/01/2024 08:10:33 AM
Fees: $98.00 Taxes: $200.28
Davidson County
DEEDTRS
19 pgs
20240201-0007003

This instrument prepai
THOMAS H. DICKENS
Hodges, Doughty & Car
P. O. BOX 869
Knoxville, Tennessee 37901
(865) 292-2307

New Owner - Send Tax Bills:
Destiny Land USA, LLC
Attn: Jeanette Amayo
220 S. Wilcox St., Unit 1712
Castle Rock, CO 80104
Tax ID No. 163 00 0 012.00

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, on the 2nd day of September, 2021, J. Eric Hennessee was named Trustee under a Deed of Trust executed by Wilfredo and Ashley Garcia, conveying to said Trustee the real estate hereinafter described. The Deed of Trust was executed to secure the payment of a note of the same date and the Deed of Trust is recorded as Instrument No. 20210909-0120981 in the Register's Office for Davidson County, Tennessee; and

WHEREAS, Thomas H. Dickenson was appointed substitute trustee by Instrument of record as Instrument No. 202311130087888, Register's Office for Davidson County, Tennessee; and

WHEREAS, I, Thomas H. Dickenson, Trustee, at the request of the holder of said indebtedness, and under and by virtue of the powers vested in me as such Substitute Trustee under said Deed of Trust, advertised the said real estate as required by law, and by the terms of said Deed of Trust by giving at least twenty (20) days notice by three (3) successive publications, namely: December 8, 15 and 22, 2023 in the *Nashville Ledger*, a newspaper published in Davidson County, said sale to be for cash and in bar of all rights waived by the Deed of Trust, if any.

PURSUANT to said advertisement, on January 8, 2024 at 1:00 p.m. at the front door of the Davidson County Courthouse, Nashville, Tennessee, I, as said Substitute Trustee, offered for sale at public outcry to the highest and best bidder, the real estate hereinafter described for cash and in bar of the hereinabove mentioned rights, as provided in said Deed of Trust, at which time

Destiny Land USA, LLC submitted the highest and best bid in the amount of $54,130.13.

NOW, THEREFORE, in consideration of the premises, I, Thomas H. Dickenson, Substitute Trustee, do hereby sell, transfer, and convey to **Destiny Land USA, LLC** its successors and assigns, in fee simple, and in bar of all rights above-mentioned but subject to any unpaid real estate taxes, the following described property to wit:

> Lot 31, of Shields Antioch land, a plan of said land is recorded in Plat Book 57, Page 111, Register's Office for Davidson County, Tennessee and said lot fronts 100 feet on Ottenville Ave. and has a depth of 178 feet.
>
> **BEING**, the same property conveyed to Wilfredo and Ashley Garcia from Destiny Land USA, LLC by Warranty Deed dated September 1, 2021, and recorded as Instrument No. 20210909-0120980, in the Register's Office for DeKalb County, Tennessee.

I, Thomas H. Dickenson, Substitute Trustee, convey to **Destiny Land USA, LLC** all the rights conveyed to me as said Substitute Trustee under said Deed of Trust, including such covenants and warranties as I, as such Substitute Trustee, may lawfully make, all my actions in the premises being solely as Substitute Trustee and not otherwise, under the power vested in me under the Deed of Trust hereinabove referred to and not individually.

The United States of America, through the Internal Revenue Service, the holder of two tax liens against the property, was notified of the sale memorialized by this Deed, as per Exhibit A attached hereto. There was no response to the notice. The land described herein is conveyed subject to the right of the United States to redeem the land as provided in 26 U.S.C. § 7425(d)(1).

Witness my hand this 9th day of January, 2024.

Thomas H. Dickenson

THOMAS H. DICKENSON
Substitute Trustee

STATE OF TENNESSEE

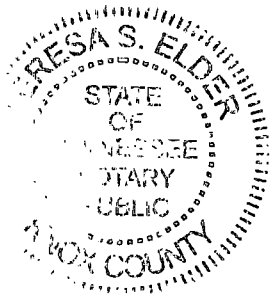
COUNTY OF KNOX

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **Thomas H. Dickenson, Trustee**, the bargainor, with whom I am personally acquainted or who proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal, this 9th day of January, 2024.

Teresa S Elder

Notary Public for the State of Tennessee
My Commission Expires: 04/06/2024



STATE OF TENNESSEE

COUNTY OF KNOX

The actual consideration or value, whichever is greater, for this transfer is $54,130.13.

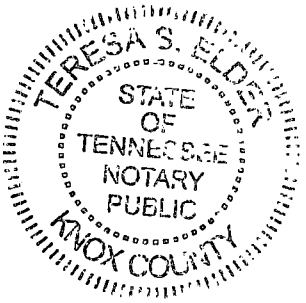
Thomas H. Dickenson

AFFIANT

Subscribed and sworn to before me this 9th day of January, 2024.

Teresa S Elder

Notary Public for the State of Tennessee
My Commission Expires: 04/06/2024



HODGES DOUGHTY & CARSON
ATTORNEYS

EDWARD WHITE II
J WILLIAM COLEY
T KENAN SMITH
WAYNE A KLINE
B CHASE KIBLER
JOSHUA M BALL
JOSHUA J BOND
LISA J HALL
DONALD J FARINATO
MABERN E WALL
BART C WILLIAMS
JAMES F PARKER

ASSOCIATES,
JASON L ROGERS
MATTHEW W GRAVES
ELI N HARDIN
JOHN P TAYLOR
I MCKAY DEVAULT

SPECIAL COUNSEL
LINDSEY LOVINGOOD HOBBS

OF COUNSEL
J MICHAEL HAYNES
ROY L AARON
DEAN B FARMER
ALBERT H HARB
THOMAS H DICKENSON

RETIRED
DOUGLAS L DUTTON
WILLIAM F ALLEY, JR
ROBERT R CAMPBELL
JOHN W WHEELER
DALTON L TOWNSEND
DAVID N WEDEKIND
JULIA S. HOWARD
HIRAM G TIPTON

J H HODGES (1896-1983)
J H DOUGHTY (1903-1987)
RICHARD L CARSON (1912-1980)
JOHN P DAVIS, JR (1923-1977)
JONATHAN H BURNETT (1928-2015)
DAVID E SMITH (1930-2016)

December 4, 2023

Direct Line: (865) 292-2243
E-Mail Address: TDickenson@HDCLaw.Com

VIA FEDERAL EXPRESS

Internal Revenue Service
Advisory Consolidated Receipts
7940 Kentucky Drive, Stop 2850F
Florence KY 41042

Re: Wilfredo and Ashley Garcia ("Debtors")

TO WHOM IT MAY CONCERN:

Our firm represents Destiny Land USA, LLC ("Lender"). The undersigned, as Substitute Trustee, under that certain Deed of Trust from the Debtors dated September 1, 2021, and recorded as Instrument No. 20210909-0120981, in the Register's Office of Davidson County, Tennessee (the "Deed of Trust"), will sell for cash the property encumbered by the Deed of Trust. Notice of the proposed sale is hereby given to the **IRS pursuant to § 7425 of the Internal Revenue Code**. *Copies of the foreclosure notice (regarding a January 8, 2024, sale date) and the Deed of Trust are enclosed.*

With respect to the property to be sold, the following information is hereby given:

(a) The Internal Revenue Service filed two Notices of Federal Tax Lien against the Debtors. The address of the taxpayer/debtor as shown on the notices is 1820 Clinton PL, Old Hickory, TN 37138-1973. The notices bear serial numbers 368484819 and 252224717.

(b) The street address of the property affected by the foreclosure notice is believed to be 0 Moss Road, Lot 31, Antioch, Tennessee 37765.

(c) The approximate amount of the principal obligation, including interest, secured by the lien of the Bank's Deed of Trust and the description of the other expenses that will be charged against the sale proceeds, as of November 1, 2023, are:

tabbies EXHIBIT A

Principal:	$45,938.02
Accrued Interest:	4,149.73
Per diem:	15.31
Late charges:	538.05
Attorney Fees and associated costs (estimated):	1,250.00
Advertising Costs (estimated):	600.00
Total indebtedness secured by Deed of Trust:	**$52,475.80**

(d) The subject property is further encumbered by a judgment lien held by Midland Credit Management, Inc. A *copy of this lien is also enclosed.*

In light of the above, the undersigned respectfully requests that the IRS release its right of redemption as to the property to be foreclosed. **PLEASE NOTE THAT THE DEED OF TRUST I AM FORECLOSING IS A PURCHASE MONEY DEED OF TRUST SO THAT THE IRS LIENS ARE SUBORDINATE TO THE DEED OF TRUST BEING FORECLOSED EVEN THOUGH THE IRS LIENS WERE RECORDED PRIOR TO THE RECORDING OF THE DEED OF TRUST BEING FORECLOSED.**

Please accept this letter as the twenty-five (25) day notice required by § 7425 of the Internal Revenue Code, as amended. In addition to the enclosures listed above, I am also attaching a duplicate copy of this letter with the request that it be returned to the undersigned showing acknowledgement of receipt.

If there is any further information which your office needs or if there is any deficiency in this notice, please contact me immediately.

Yours truly,

HODGES, DOUGHTY & CARSON

Thomas H. Dickenson

THD
Enclosures: Deed of Trust
Recorded Tax Liens
Duplicate copy of this letter

cc: Jeanette Amayo

SUBSTITUTE TRUSTEE'S NOTICE OF SALE

Thomas H. Dickenson, Substitute Trustee under a Deed of Trust dated September 1, 2021, executed by Wilfredo and Ashley Garcia and recorded as Instrument No. 20210909-0120981 in the Register's Office for Davidson County, Tennessee, will **sell for cash**, at a foreclosure sale requested by Destiny Land USA, LLC, the property described below. The sale will be at the front door of the Davidson County Courthouse, Nashville, Tennessee, on the 8th day of January, 2024 at 1:00 p.m., prevailing time.

Property Description: Lot 31 of Shields Antioch land, a plat of said land is recorded in Plat Book 57, Page 111, Register of Deeds Office for Davidson County, Tennessee. See also, deed to Wilfredo and Ashley Garcie recorded as Instrument No. 202109090120980.

Property Address: Believed to be 0 Moss Road, Lot 31, Antioch, Tennessee 37765

Tax Parcel I.D.: 163 00 0 012.00

Other Interested Parties: Internal Revenue Service (Tax Liens) and Midland Credit Management, Inc. (Judgment Lien)

The above-described property will be sold **AS IS, WHERE IS**, and subject to unpaid taxes, prior deeds of trust, all easements and restrictions, the rights of tenants in possession of said premises, if any, prior claims, or other matters of record with priority over the deed of trust described herein; **provided, however, the sale is being made under a purchase money deed of trust, which makes the liens referenced herein subordinate to the deed of trust being foreclosed**. The proceeds of the sale will be applied as required by the deed of trust and applicable law. The right is reserved to adjourn the day and time of sale by announcement at the time and place set forth above or at the time and place of any further postponement.

The Internal Revenue Service has filed two Notices of Federal Tax Lien against Wilfredo and Ashley Garcia (Instrument No. 20170317-0026072 and 20190715-0068779) and the IRS has been provided timely notice of this sale in accordance with 26 U.S.C. §

7425(b). The sale of the property described herein will be subject to the right of the United States to redeem the land as provided in 26 U.S.C. § 7425(d)(i).

This 4th day of December, 2023.

Thomas H. Dickenson

THOMAS H. DICKENSON, Substitute Trustee
Hodges, Doughty & Carson PLLC
PO Box 869
Knoxville, Tennessee 37901
(865) 292-2307

Karen Johnson Davidson County
Batch# 712398 DOT
09/09/2021 02:43:30 PM 5 pgs
Fees: $28.00 Taxes: $55.20
20210909-0120981

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS: $50,000.00.

This instrument prepared by:
J. Eric Hennessee
509 Enon Springs Road East
Smyrna, TN 37167

DEED OF TRUST

This indenture, made this 1st day of September, 2021, between

Wilfredo Garcia and Ashley Garcia

of the County of Davidson, and State of Tennessee, hereinafter called First Party, and J. Eric Hennessee, Trustee of the County of Rutherford and State of Tennessee for Destiny Land, USA, hereinafter called Second Party.

Witnesseth: That the First Party, for and in consideration of the sum of one dollar and the matters herein recited, has granted, bargained, sold, and conveyed, and does hereby grant, bargain, sell, and convey unto the Second Party, the following described real property and premises, lying and being in Davidson County, State of Tennessee, to-wit:

Lot No. 31 of Shields Antioch land, a plan of said land is recorded in Plat Book 57, page 111, R.O.D.C. and said lot no. 31 fronts 100 feet on Ottenville Ave. and has a depth of 178 feet.

THE ABOVE description is the same as the previous deed of record, no boundary survey having been made at the time of this conveyance.

BEING the same property conveyed to Wilfred Garcia and Ashley Garcia, husband and wife, by Deed dated _____ _____ of record in Instrument No. 202109090120980, said Register's Office.

THIS CONVEYANCE is made subject to any and all applicable restrictions, easements and building setback lines as are shown recorded in the said Register's Office and further to any matter and/or condition which would be disclosed by a current, accurate survey or inspection of the property herein described.

with the Hereditaments and Appurtenances thereto appertaining, hereby releasing all claims to homestead and dower therein. To have and to hold the said premises to the Second Party, and his successors forever, in trust for the purposes hereinafter set forth.

And the First Party, for themselves and for their heirs, executors, administrators, successors, and assigns, does hereby covenant with the said Second Party, and his successors, that they are lawfully seized in fee simple of the premises above conveyed and has full power, authority, and right to convey the same, that said premises are free from all encumbrances, except the current taxes, and that they will forever warrant and defend the said premises and the title thereto against thelawful claims of all persons whomsoever.

But this instrument is made in trust to the Second Party for the uses and purposes following, that is to say: Whereas Wilfredo Garcia and Ashley Garcia are truly and justly indebted to Destiny Land, USA in the sum of **Fifty Thousand And No/100 Dollars ($50,000.00)**, evidenced by one promissory note, dated and due as follows:

One Note of Even date herewith in the amount of $50,000.00 with interest at the rate of 12.000% per annum due and payable in monthly installments of $717.35, with the first monthly installment being due on October 1, 2021, and payable in 120 monthly installments with a final $718.44 monthly payment due in full on September 1, 2031.

The makers covenant and agree with the holders of this indebtedness that in the event the ownership of the property described in the Deed of Trust or any part thereof is sold, conveyed or becomes vested in a person or persons or corporation other than the makers, then the holders of this indebtedness may, without notice to either the maker or any third party, declare said mortgage due and payable in full. The vesting of title in any person other than the maker shall, at the option of the holder, render the full amount of the indebtedness plus accrued interest, due and payable in full.

In addition it is hereby contracted and agreed that if default is made in the payment of principal or interest, or any part thereof, and said note is placed in the hands of an attorney at law for collection or because of any litigation involving either said note or notes of the above described property, a fifteen percent attorney's fee will be added thereto, paid to the holder thereof, and secured by this instrument. It is also hereby agreed that a fee of like amount will be paid to the Second Party if said note or notes are not placed in the hands of an attorney but collection is made by foreclosure hereof, which amount shall likewise be secured by this instrument.

In addition to the above described indebtedness, this instrument shall also secure (1) any and all other existing indebtedness or other obligations of First Party now held by the holder of the indebtedness secured hereby, hereinafter called beneficiary, and any renewals thereof regardless of maturity, and (2) any and all future indebtedness which may be hereafter created by First Party, or any of them, and be held by the beneficiary, and any renewals thereof regardless of maturity, within a period of ten years from date and up to an amount not exceeding the amount of the original indebtedness secured hereby, whether said indebtedness is evidenced by note or notes, draft, check, account, or otherwise.

Now therefore, if the said First Party shall pay to the holder of the indebtedness secured hereby, hereinafter called beneficiary, the full amount of the indebtedness above mentioned, with interest thereon and attorney's fees, if any, when the same shall become due and payable as set forth; keep all the taxes on the within conveyed property paid promptly as they become due; keep all buildings in good repair and abstain from the commission of waste on said premises; keep the buildings on said premises insured in an amount equal to the outstanding balance of the indebtedness hereby secured or the maximum insurable value of the improvements on the premises, whichever is the lesser, paying the premiums therefor, in some good and solvent fire insurance company or companies, the proceeds of which insurance shall be payable to the beneficiary herein and the policy placed in his possession, and which insurance the said First Party hereby agrees shall be written in a company or companies approved by the beneficiary hereunder, pay and keep current the payments on all prior and superior encumbrances and liens; then these presents and the estate hereby conveyed shall cease and become void. Should the First Party fail to pay any of the said taxes, attorney's fee, if any, or take out and keep up such insurance, or fail to pay or keep current the payments on any prior or superior encumbrances or lien, the beneficiary hereunder may pay any such taxes, attorney's fees, and insurance premiums, and pay or bring current such prior or superior liens or encumbrances and any such amounts so paid or advanced, together with interest from the date of payment, shall be fully protected by this deed of trust, and in addition to this protection, the payment of said amounts shall not be a waiver of the right of said beneficiary to foreclose and enforce this deed of trust. If default be made in the payment of the above mentioned indebtedness, or any part thereof, the interest thereon as it becomes due, the taxes as they become due, the said insurance premiums, or if default be made in the payment or keeping current of the payments on all prior and superior encumbrances and liens or if litigation arises involving said note or notes or the property herein described, or the employment of an attorney is necessitated for any reason, then the First Party will pay a fee of fifteen percent for the attorney for the beneficiary, and the entire indebtedness may, at the option

of the beneficiary be declared due. Thereupon the Second Party shall at the request of the beneficiary hereunder, after giving notice of the time and place of sale by publishing said notice of sale at least three different times in some newspaper published in the county in which the property lies, the first of which publications shall be made at least twenty days previous to said sale (or if the amount of the indebtedness for which said property is to be sold shall not exceed $200.00, after the publication of said sale for at least thirty days by written notices posted in at least five of the most public places in the county, one of which shall be at the court house door, and another in the civil district where the land lies) or as otherwise provided by law, at the time and place fixed, proceed to sell the property and premises above described and conveyed at public auction for cash, and in bar of the right and equity of redemption, and in bar of all homestead and dower rights, all of which are hereby waived and surrendered. The Second Party shall apply the proceeds of such sale first to the payment of all costs and expenses of such sale, including a fee of fifteen percent to the attorney or trustee, which fee shall become absolutely due and payable whenever said indebtedness, or any part thereto, is placed in the hands of an attorney at law for collection, or foreclosure is commenced under this instrument by the Second Party, as the case may be; second, to the payment of the indebtedness herein secured; third, the surplus, if any, shall be paid to the First Party or his order or as otherwise required by law, provided however that the surplus, if any, may, at the option of the beneficiary, be paid into a court of competent jurisdiction in interpleader proceedings with the costs and attorneys' fees therefor to be paid out of such surplus. Bankruptcy by or against First Parties, shall likewise be an event of default.

And the First Party further covenants and agrees to keep all buildings in good repair and abstain from the commission of waste on said premises. At any time after default in payment of any part of the debt secured hereby, or any interest thereon, or upon failure to perform any of the covenants to be kept and performed by him, then the Second Party may enter upon and take possession of and rent said property and shall be required to account only for net rents received by him. The Second Party may apply said net rentals to any indebtedness secured hereby. The Second Party may also seek the appointment of a receiver for the above described premises.

In the event of fire or other loss or casualty which results in the payment of proceeds of said policy of insurors, the beneficiary shall have the option of applying all or any portion of said proceeds against the indebtedness secured hereby.

The First Party hereby agrees that the beneficiary of the indebtedness herein secured shall have, and he does hereby invest said beneficiary with, the discretionary power to appoint a substitute trustee in case of death, removal, inability, absence or refusal of the trustee herein named to comply with the provisions of this deed of trust, or for any other reason satisfactory to said beneficiary. Said designation or appointment of said substitute trustee shall be evidenced by a written instrument executed by said beneficiary and recorded in the Register's Office in the county where the land lies, and upon such appointment and registration thereof, said substitute trustee shall be invested with all the powers and authority which are vested in the Second Party and shall be authorized to do and perform any act or acts delegated by this instrument to the trustee herein named.

The First Party further agrees that in case of any sale hereunder he will at once surrender possession of said property, and will from that moment become and be tenant at will of the purchaser, and removable by process as upon forcible and unlawful detainer suit, hereby agreeing to pay the said purchaser the reasonable rental value of said premises after such sale.

It is agreed that both Parties in case of any sale of any said property shall be at liberty to bid and buy as any third person might. The Second Party shall and the beneficiary may announce the entry of any bid instructed by the beneficiary. Qualification and bond under the statute are hereby waived.

The designation of the parties to this instrument in the singular shall be applied to and include the plural and the use of the masculine pronoun shall likewise include the feminine and the neuter, as required. All references to parties shall include their heirs, executors, administrators, personal representatives, successors, and assigns and be binding thereon and accrue to the benefit thereof.

In Witness Whereof, the said First Party has hereunto set his hand and seal the day and year first above written.

Wilfredo Garcia

Ashley Garcia

STATE OF ~~COLORADO~~ Tennessee

COUNTY OF Davidson

On this 2nd day of September, 2021, before me personally appeared Wilfredo Garcia and Ashley Garcia, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person's) free act and deed.

Witness my hand and official seal at office on the day and date first above written.

Notary Public

Printed Name: Lindsey Frye

My Commission Expires: 5/16/2022

LINDSEY FRYE
STATE OF TENNESSEE NOTARY PUBLIC
CANNON COUNTY

17642

Form 668 (Y)(c)
(Rev. February 2004)

Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien

Area:
SMALL BUSINESS/SELF EMPLOYED AREA #5
Lien Unit Phone: (800) 829-3903

Serial Number
368484819

For Optional Use by Recording Office

Karen Johnson Davidson County
Batch# 257031 LIENFTL
07/15/2019 10:43:21 AM 1 pg
Fees: $12.00 Taxes: $0.00

20190715-0068779

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer WILFREDO C & ASHLEY C GARCIA

Residence 1820 CLINCH PL
OLD HICKORY, TN 37138-1973

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2016	XXX-XX-6558	11/20/2017	12/20/2027	12114.15
1040	12/31/2017	XXX-XX-6558	11/12/2018	12/12/2028	4709.58

Place of Filing
Register of Deeds
Davidson County
Nashville, TN 37201

Total $ 16823.73

This notice was prepared and signed at NASHVILLE, TN, on this,

the 09th day of July, 2019.

Signature Elvin Dean Curry
for S. MCGUIGAN

Title
ACS SBSE
(800) 829-3903

25-00-0008

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 2-2004)
CAT. NO 60025X

11874

Form 668 (Y)(c)
(Rev. February 2004)

Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien

Area:
SMALL BUSINESS/SELF EMPLOYED AREA #5
Lien Unit Phone: (800) 829-3903

Serial Number
252224717

For Optional Use by Recording Office

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

BILL GARRETT, Davidson County
Trans:T20170022748 LIENFTL
Recvd: 03/17/17 08:56 1 pgs
Fees:12.00 Taxes:0.00
20170317-0026072

Name of Taxpayer WILFREDO C & ASHLEY C GARCIA

Residence
550 LOCKWOOD DR
NASHVILLE, TN 37214-3647

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2008	XXX-XX-6558	11/16/2009	12/16/2019	2000.76
1040	12/31/2009	XXX-XX-6558	11/22/2010	12/22/2020	1654.98
1040	12/31/2010	XXX-XX-6558	11/21/2011	12/21/2021	394.04
1040	12/31/2012	XXX-XX-6558	11/18/2013	12/18/2023	1732.44
1040	12/31/2013	XXX-XX-6558	11/24/2014	12/24/2024	1737.41
1040	12/31/2014	XXX-XX-6558	11/23/2015	12/23/2025	5262.68
1040	12/31/2015	XXX-XX-6558	11/21/2016	12/21/2026	1537.35

Place of Filing
Register of Deeds
Davidson County
Nashville, TN 37201

Total $ 14319.66

This notice was prepared and signed at NASHVILLE, TN, on this,

the 09th day of March, 2017.

Signature Joan Flach
for P.A. BELTON

Title
ACS SBSE
(800) 829-3903

25-00-0008

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form **668(Y)(c)** (Rev. 2-2004)
CAT. NO 60025X

Karen Johnson Davidson County
Batch# 544244 LIENCVWARR
01/04/2021 09:18:37 AM 3 pgs
Fees: $17.00 Taxes $0.00
20210104-0000157

STATE OF TENNESSEE

I, RICHARD R. ROOKER, Clerk of the Metropolitan General Sessions Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Judgment heretofore entered in the General Sessions Court for Davidson County, Tennessee, on OCTOBER 01, 2020, in Docket Number 20GC9304 between MIDLAND CREDIT MANAGEMENT INC, Plaintiff, and GARCIA,ASHLEY, Defendant, as same remains of record in said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, this 28 day of OCTOBER, 2020.

RICHARD R. ROOKER, Clerk,

RICHARD R. ROOKER CIRCUIT COURT CLERK

By: _____
Deputy Clerk

19-7565

Copy

1B

The Firm of Finkelstein Kern Steinberg & Cunningham is a debt collector! This is an attempt to collect a debt and any information obtained will be used for that purpose

STATE OF TENNESSEE, COUNTY OF DAVIDSON

FILED
2020 JUL 2 PM 1:13
RICHARD A. ROOKER, CLERK

CIVIL SUMMONS

To Any Lawful Officer to Execute and Return Summon
ASHLEY GARCIA

to appear before the General Sessions Court of DAVIDSON County, Tennessee

To be held in COURTROOM 1B, METROPOLITAN GENERAL SESSIONS COURT (Court Room)

Justice A A- Birch Bldg, 408 Second Avenue North, 1st Floor, Nashville TN 37219 (Address)

on Thursday, October 01, 2020 at 9 45 a m a m / p m.

then and there to answer in a civil action brought by MIDLAND CREDIT MANAGEMENT, INC

For monies advanced or loaned or on statement of account on FIFTH THIRD BANK/SECURED Acct No XXXX-[redacted] payment has not been received as evidenced by the sworn account attached hereto in the sum of $1,395 39, post-judgment interest at the maximum statutory rate, and all costs incurred in the pursuit of this debt

Under $ $25 000 00

JUDGMENT

Judgment for P against D

for $ 1,395 39 plus interest at the rate of 5 25 % and cost of suit, for which execution may issue

Judgment entered by ☑ Default ☐ Agreement ☐ Trial

Dismissed ☐ Without Prejudice ☐ With Prejudice

Costs taxed to ☐ Plaintiff ☑ Defendant

Defendant(s) _____ in court and admitted to jurisdiction of court This the 1st day of October 20 20

_____, Judge, Division XII

ORDER

This the _____ day of _____, 20 _____

_____ Judge

Americans with disabilities please contact
ADA Coordinator
615-880-3309

SERVER
SHERRY STEPP
1252 TWELVE STONES XING
GOODLETTSVILLE, TN 37072
(615)756-7464

Give to JJL Process Corp
Case No 20GC4304
MIDLAND CREDIT MANAGEMENT, INC
c/o Finkelstein Kern, Steinberg, & Cunningham, P C — Plaintiff
P O Box 1 Knoxville TN 37901
865-525-0238 or Toll Free 1-888-200-6501 — Address

vs — Phone

ASHLEY GARCIA
1820 CLINCH PL OLD HICKORY TN 37138-1973 — Defendant
Address
Defendant
Address

PRIVATE PROCESS

CIVIL SUMMONS
Davidson County Court of General Sessions
RICHARD A ROOKER, Clerk

By _____, Deputy Clerk
Issued 7-6, 20 20

Set for October 01, 2020 At 9 45 a m

Reset for _____

Served Upon ☑ All Named Defendants
☐ All Defendants Except

Served ASHLEY GARCIA 7/21 2020

Sheriff/Constable (Process Server)

Mark B Cunningham, BPR #033262
Finkelstein Kern, Steinberg & Cunningham P C
P O Box 1, Knoxville, TN 37901
Attorney for Plaintiff
Telephone Toll Free 888-200-6501 Ext 202
Website www fkslaw com

Attorney for Defendant
Telephone

3549840

WNTG_DAVIDSON FILL NO 19 7565 06/10/2020 MIDLAND Zero Pre-J Interest Acct CA20 REG3

Copy

AFFIDAVIT

To the best of my information and belief, after investigaton of Defendant's employment, I hereby make affidvit that the Defendant is not a member of a military service

Attorney for Plaintiff or Plaintiff
Finkelstein, Kern, Stemberg & Cunningham, P C
☒ Linda C Noe, BPR # 023805 ☒ Chelsea R Hatcher BPR #036695
☐ Mark Cunningham BPR #033262

Notary Public
My Comm Expires _____

APPEAL

From the judgment on the reverse hereof, the _____ prayed an appeal, to the Circuit Court which is granted upon Pauper's Oath or Appeal Bond

This _____ day of _____, 20 ___

Judge of the Court of General Sessions
Division No _____

**NOTICE

TO THE DEFENDANT(S)

NOTICE

Tennessee Law provides a ten thousand dollar ($10,000 00) personal property exemption from execution or seizure to satisfy a judgment If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court The list may be filed at any time and may be changed by you thereafter as necessary, however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list Certain items are automatically exempt by law and do not need to be listed, these items include items of necessary wearing apparel (clothing) for yourself and your family and trunks and other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books Should any of these items be seized you would have the right to recover them If you do not understand your exemption right or how to execute it you may wish to seek the counsel of a lawyer

NOTICE

The Americans with Disabilities Act prohibits discrimination against any qualified individual with a disability The Tennessee Judicial Branch does not permit discrimination against any individual on the basis of physical or mental disability in accessing its judicial programs In accordance with the Americans with Disabilities Act if necessary, the Tennessee Judicial Branch will provide reasonable modifications in order to access all of its programs, and activities to qualified individuals with disabilities

If you need assistance have questions or need additional information please contact the Local Judicial Program ADA Coordinator as shown on the face of this document

The Tennessee Judicial Branch Americans with Disabilities Act Regarding Access to Judicial Programs as Well as a Request for Modification form may be found online at www.tsc.state.tn.us

If you require a modification to access the judicial program and/or have special needs because of a qualified disability you must submit a written Request For Modification to the Local Judicial Program ADA Coordinator listed below at least five (5) business days prior to the date of the judicial program, if possible A form is available from the Local Judicial Program ADA Coordinator or from the Tennessee Judicial Program ADA Coordinator http://www.tsc.state.tn.us

If you need assistance have questions or need additional information, you may also contact the Tennessee Judicial Program ADA Coordinator

Pamela Taylor, Manager/Coordinator
STATE Judicial ADA Program
Administrative Office of the Courts
Nashville City Center, Suite 600, 511 Union Street
Nashville, Tennessee 37219
615-741-2687 Fax 615-741-6285

HODGES DOUGHTY & CARSON
ATTORNEYS

EDWARD [illegible] III
J WILLIAM [illegible]
T KENAN SMITH
WAYNE A KLINE
B CHASE KIBLER
JOSHUA M BALL
JOSHUA J BOND
LISA J HALL
DONALD J FARINATO
MABERN E WALL
BART C WILLIAMS
JAMES F PARKER

ASSOCIATES
JASON I ROGERS
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I MCKAY DEVAULT

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RETIRED
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ROBERT R CAMPBELL
JOHN W WHEELER
DALTON L TOWNSEND
DAVID N WEDEKING
JULIA S HOWARD
HIRAM G TIPTON

J H HODGES (1896-1983)
J H DOUGHTY (1903-1987)
RICHARD L CARSON (1912-1980)
JOHN P DAVIS, JR (1923-1977)
JONATHAN H BURNETT (1928-2015)
DAVID E SMITH (1930-2016)

December 4, 2023

Direct Line: (865) 292-2243
E-Mail Address: TDickenson@HDCLaw.Com

VIA CERTIFIED MAIL

Internal Revenue Service
Advisory Consolidated Receipts
7940 Kentucky Drive, Stop 2850F
Florence KY 41042

Re: Wilfredo and Ashley Garcia ("Debtors")

TO WHOM IT MAY CONCERN:

Our firm represents Destiny Land USA, LLC ("Lender"). The undersigned, as Substitute Trustee, under that certain Deed of Trust from the Debtors dated September 1, 2021, and recorded as Instrument No. 20210909-0120981, in the Register's Office of Davidson County, Tennessee (the "Deed of Trust"), will sell for cash the property encumbered by the Deed of Trust. Notice of the proposed sale is hereby given to the **IRS pursuant to § 7425 of the Internal Revenue Code**. *Copies of the foreclosure notice (regarding a January 8, 2024, sale date) and the Deed of Trust are enclosed.*

With respect to the property to be sold, the following information is hereby given:

(a) The Internal Revenue Service filed two Notices of Federal Tax Lien against the Debtors. The address of the taxpayer/debtor as shown on the notices is 1820 Clinton PL, Old Hickory, TN 37138-1973. The notices bear serial numbers 368484819 and 252224717.

(b) The street address of the property affected by the foreclosure notice is believed to be 0 Moss Road, Lot 31, Antioch, Tennessee 37765.

(c) The approximate amount of the principal obligation, including interest, secured by the lien of the Bank's Deed of Trust and the description of the other expenses that will be charged against the sale proceeds, as of November 1, 2023, are:

Principal:	$45,938.02
Accrued Interest:	4,149.73
Per diem:	15.31
Late charges:	538.05
Attorney Fees and associated costs (estimated):	1,250.00
Advertising Costs (estimated):	600.00
Total indebtedness secured by Deed of Trust:	**$52,475.80**

(d) The subject property is further encumbered by a judgment lien held by Midland Credit Management, Inc. A *copy of this lien is also enclosed.*

In light of the above, the undersigned respectfully requests that the IRS release its right of redemption as to the property to be foreclosed. **PLEASE NOTE THAT THE DEED OF TRUST I AM FORECLOSING IS A PURCHASE MONEY DEED OF TRUST SO THAT THE IRS LIENS ARE SUBORDINATE TO THE DEED OF TRUST BEING FORECLOSED EVEN THOUGH THE IRS LIENS WERE RECORDED PRIOR TO THE RECORDING OF THE DEED OF TRUST BEING FORECLOSED.**

Please accept this letter as the twenty-five (25) day notice required by § 7425 of the Internal Revenue Code, as amended. In addition to the enclosures listed above, I am also attaching a duplicate copy of this letter with the request that it be returned to the undersigned showing acknowledgement of receipt.

If there is any further information which your office needs or if there is any deficiency in this notice, please contact me immediately.

Yours truly,

HODGES, DOUGHTY & CARSON

Thomas H. Dickenson

THD
Enclosures: Deed of Trust
Recorded Tax Liens
Duplicate copy of this letter

cc: Jeanette Amayo



After printing this label:
CONSIGNEE COPY - PLEASE PLACE IN FRONT OF POUCH
1. Fold the printed page along the horizontal line.
2. Place label in shipping pouch and affix it to your shipment

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is $1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.