Davidson County DEEDTRS
Recvd: 10/29/08 13:58 3 pgs
Fees:17.00 Taxes:0.00

20081029-0108058

Recorded and Prepared by:
Recontrust Company
2380 Performance Dr Bldg D
Mail Stop-RGV-D7-450
Richardson, TX 75082
TS#:08-0081752

ADDRESSES NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO:	MAP PARCEL NUMBER 03312004100
(NAME) Secretary of Veteran Affairs	(NAME) Secretary of Veteran Affairs	
(STREET ADDRESS OR ROUTE NUMBER) 1700 Clairmont Rd	(STREET ADDRESS) 1700 Clairmont Rd.	
(CITY) (STATE) (ZIP) Decatur, GA 30033	(CITY) (STATE) (ZIP) Decatur, GA 30033	

SUBSTITUTE TRUSTEE'S DEED

This instrument made and entered into on this, the September 5, 2008, by RECONTRUST COMPANY, substitute trustee ("Substitute Trustee").

WHEREAS, by that certain Deed of Trust dated March 12, 2004, recorded on March 19, 2004, as Instrument No. 20040319-0031664, Register's Office for Davidson, Tennessee (the "Deed of Trust"), JOHN V HART, THELMA M HART HUSBAND AND WIFE, (collectively "Borrower"),conveyed to THOMAS L MOSER, certain real property as described below (the "Property") to secure the payment of a certain indebtedness described in the Deed of Trust including, without limitation, that evidenced by a certain promissory note executed on March 12, 2004, (the "Note"); and

WHEREAS, demand was made for the payment of the Note secured by the Deed of Trust referenced above, the payment of which was in default, and the obligation secured by the Deed of Trust referenced above was declared due and payable as provided in the Note and Deed of Trust, but the obligation was not paid; and

WHEREAS, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,INC., the Beneficiary under the Deed of Trust, demanded that the Property be advertised and sold in accordance with the terms of the Deed of Trust; and

WHEREAS, the undersigned, RECONTRUST COMPANY, was duly appointed as Substitute Trustee in the place and stead THOMAS L MOSER, said appointment being set forth on August 11, 2008, as Instrument No. 20080811-0082353 said Register's Office; and

WHEREAS, the Substitute Trustee caused notice to be published as provided in the Deed of Trust and Note in the DAVIDSON AM that the Property would be sold on September 5, 2008, at time 2:00 PM at the door of the Davidson County Courthouse, Tennessee, such advertisement appearing in said newspaper on August 15, 2008, August 22, 2008 and August 29, 2008, a copy of such notice sent to Borrower, the current owner of the Property, and all other parties who appeared to have any interest in the Property reflected in the records of the Register's Office of Davidson County, Tennessee, and following such notice the default was not cured; and

WHEREAS, the Substitute Trustee at the time, place and date specified in said notices offered the Property for sale, and after opening the floor for competitive bids, sold said Property to COUNTRYWIDE HOME LOANS, INC. at the price of $114,569.00, this being the highest, last and best bid.

NOW, THEREFORE, RECONTRUST COMPANY, Substitute Trustee, in consideration of the premises and the sum of $114,569.00, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto SECRETARY OF VETERAN AFFAIRS ("Grantee"), its successors and assigns, all of my right, title and interest in and to the Property, including without limitation, the following described real estate and improvements located thereon, but no further or otherwise, located in Davidson County, Tennessee, and more particularly described as follows, to wit:

BEING LOT NO. 177 ON THE PLAN OFGATEWOOD, SECTION I, AS OF RECORD IN BOOK 3300, PAGE 47 THRU 52, REGISTER'S OFFICE, DAVIDSON COUNTY, TENNESSEE.

Borrower's source of title is that certain Warranty Deed dated March 12, 2004, recorded on March 19, 2004, as Instrument No. 20040319-0031663, said Register's Office. To have and to hold the aforesaid real estate, together with all improvements thereon, free from any equity of redemption, statutory right of redemption, spouses

elective share, homestead, dower, courtesy and all other exemptions, as provided in, but only to the extent provided in, said Deed of Trust.

Said sale will be subject to (1) any and all unpaid ad valorem taxes (plus penalty and interest, if any) that may be a lien upon the Property; (2) any and all liens, defects, encumbrances, adverse claims, and other matters which take priority over the Deed of Trust upon which this foreclosure sale is had; (3) any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal, which might not have been waived by such governmental agency; (4) applicable covenants, restrictions, building setbacks, easements, and to all conditions as shown with respect to the aforementioned Property in the Register's Office of Davidson County, Tennessee; (5) any governmental zoning and subdivision ordinances or regulations in effect thereon; (6) the accuracy of the Index Book of the said Register's Office; and (7) any other matters which an accurate survey of the Property might disclose.

The Property is conveyed AS IS WHERE IS, without representations or warranties of any kind whatsoever, whether express or implied. Without limiting the foregoing, THE PROPERTY IS SOLD WITHOUT ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

WITNESS the signature of the Substitute Trustee on the day and date first above written.

RECONTRUST COMPANY, as Substitute Trustee
By: _____
Print Name: Julie BroKaw
Title: Assistant Secretary

STATE OF Texas)
COUNTY OF Dallas)

Before me Christopher A. Williams, of the state and county aforesaid, personally appeared Julie BroKaw of RECONTRUST COMPANY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself/himself to be Assistant Secretary of RECONTRUST COMPANY, a corporation, and that s/he as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by herself/himself as such officer.

this 22 day of, 2008 WITNESS my hand and seal at office in Dallas, Texas

Oct.

Notary Public

My commission expires:

6.20.2012

CHRISTOPHER A. WILLIAMS
My Commission Expires
June 20, 2012

STATE OF Texas)
COUNTY OF Dallas)

The actual consideration or value, whichever is greater, for this transfer is $114,569.00.

Affiant **Julie Brokaw**

Sworn to and subscribed before me this 22 day of OCTOBER, 2008

Notary Public

My commission expires:

6.20.2012

CHRISTOPHER A. WILLIAMS
My Commission Expires
June 20, 2012