Recorded and Prepared by:
Recontrust Company
2380 Performance Dr Bldg D
Mail Stop-RGV-D7-450
Richardson, TX 75082
TS#:07-0063145

Davidson County DEEDTRS
Recvd: 10/29/08 14:05 3 pgs
Fees:18.00 Taxes:492.84

20081029-0108059

ADDRESSES NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO:	MAP PARCEL NUMBER 092050B00200CO
(NAME) Wells Fargo Bank, N.A.	(NAME) Wells Fargo Bank, N.A.	
(STREET ADDRESS OR ROUTE NUMBER) 400 Countrywide Way	(STREET ADDRESS) 400 Countrywide Way	
(CITY) (STATE) (ZIP) Simi Valley, CA 93065	(CITY) (STATE) (ZIP) Simi Valley, CA 93065	

SUBSTITUTE TRUSTEE'S DEED

This instrument made and entered into on this, the August 14, 2008, by RECONTRUST COMPANY, substitute trustee ("Substitute Trustee").

WHEREAS, by that certain Deed of Trust dated November 21, 2006, recorded on December 6, 2006, as Instrument No. 20061206-0150629, in Deed Book N/A, at Page N/A, Register's Office for Davidson, Tennessee (the "Deed of Trust"), KEVIN HEMPHILL AND CRYLIA L. WEST-HEMPHILL (collectively "Borrower"),conveyed to ROBERT M. WILSON, JR, 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 November 21, 2006, (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 ROBERT M. WILSON, JR, said appointment being set forth on January 4, 2008, as Instrument No. 20080104-0000951 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 August 11, 2008, at time 2:00 PM at the door of the Davidson County Courthouse, Tennessee, such advertisement appearing in said newspaper on July 18, 2008, July 25, 2008 and August 1, 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 appeared and announced to those assembled for the sale that the sale was being continued to August 14, 2008 at the same time and place. On August 14, 2008 the Substitute Trustee offered the Property for sale, and after opening the floor for competitive bids, sold said Property to WELLS FARGO BANK, N.A. AS TRUSTEE FOR THE HOLDERS OF HARBORVIEW 2006-12 at the price of $133,200.00, this being the highest, last and best bid.

NOW, THEREFORE, RECONTRUST COMPANY, Substitute Trustee, in consideration of the premises and the sum of $133,200.00, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto WELLS FARGO BANK, N.A. AS TRUSTEE FOR THE HOLDERS OF HARBORVIEW 2006-12 ("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:

A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, IN THE STATE OF TENNESSEE, DESCRIBED AS FOLLOWS:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING UNIT B ON THE PLAN OF COLLIER COMMONS, A HORIZONTAL PROPERTY REGIME, CREATED UNDER TITLE 66, SECTION 27-101, ET SEQ., AS AMENDED, TENNESSEE CODE ANNOTATED, AND AS ESTABLISHED BY A MASTER DEED AND BY-LAWS OF RECORD AS INSTRUMENT NO. 20061010-0125858, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TOGETHER WITH THE UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID MASTER DEED. REFERENCE IS HEREBY MADE TO THE PLAT OF COLLIER COMMONS AS SHOWN AS AN ATTACHMENT TO EXHIBIT "B" OF THE MASTER DEED, OF RECORD AS AFOREMENTIONED, SAID REGISTER'S OFFICE, FOR A MORE COMPLETE INDENTIFICATION AND DESCRIPTION OF SUCH UNIT.

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO KEVIN HEMPHILL AND WIFE, CRYLIA L. WEST-HEMPHILL, BY WARRANTY DEED FROM LINDA GEORGE, DATED OCTOBER 24, 2005 AND RECORDED OCTOBER 31, 2005, OF RECORD IN INSTRUMENT 20051031-0131038 IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SUBJECT TO ANY AND ALL APPLICABLE RESTRICTIONS AND EASEMENTS OF RECORD IN DAVIDSON COUNTY, TENNESSEE.

PROPERTY ADDRESS (FOR INFORMATION ONLY):
945 32ND AVE NORTH, NASHVILLE, TN 37208

MAP & PARCEL: 092050B00200CO

Borrower's source of title is that certain Warranty Deed dated October 24, 2005, recorded on October 31, 2005, as Instrument No. 20051031-0131038, 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 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.

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

_____
Notary Public

My commission expires:
4.20.2012

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 $133,200.00.

_____
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