Prepared by:
Rubin Lublin, LLC
One Park Place, Suite 380
6148 Lee Highway
Chattanooga, TN 37421
09-06298-1

BILL GARRETT, Davidson County
Trans:T20090051543 DEEDTRS
Recvd: 07/30/09 13:35 3 pgs
Fees:18.00 Taxes:880.62
20090730-0071435

ADDRESSES NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO:	MAP PARCEL NUMBER
The Bank Of New York, As Trustee On Behalf Of The Certificateholders Of Bellavista Funding Corporation, Bellavista Mortgage Trust 2005-1 Mortgage Pass-Through Certificates, Series 2005-1	The Bank Of New York, As Trustee On Behalf Of The Certificateholders Of Bellavista Funding Corporation, Bellavista Mortgage Trust 2005-1 Mortgage Pass-Through Certificates, Series 2005-1	**12700012600**
1800 Tapo Canyon Road	1800 Tapo Canyon Road	
Simi Valley, California 93063	Simi Valley, California 93063	

SUCCESSOR TRUSTEE'S DEED

This instrument made and entered into on July 16, 2009, by Everett L. Hixson, Jr., Successor Trustee ("Successor Trustee").

WHEREAS, by that certain Deed of Trust dated November 22, 2004 and recorded on December 1, 2004 in **Instrument No. 20041201 0143177**, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), **Jack Ingram** ("Borrower"), conveyed to Robert M. Wilson, JR, Trustee, 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 22, 2004 (the "Note"), which obligation is presently held and owned by The Bank Of New York, As Trustee On Behalf Of The Certificateholders Of Bellavista Funding Corporation, Bellavista Mortgage Trust 2005-1 Mortgage Pass-Through Certificates, Series 2005-1; 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, Lender, the owner and holder of the Note evidenced by 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, Everett L. Hixson, Jr., was duly appointed as Successor Trustee in the place and stead of Robert M. Wilson, JR, said appointment being set forth in **Instrument No. 20090713 0064946** said Register's Office; and

WHEREAS, the Successor Trustee caused notice to be published as provided in the Deed of Trust and Note in the Nashville Record that the Property would be sold on July 16, 2009, at 11:00 AM at the door of the Davidson County Courthouse, Nashville Tennessee, such advertisement appearing in said newspaper on **June 19, 2009, June 26, 2009, and July 3, 2009**, 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, Nashville Tennessee, and following such notice the default was not cured; and

WHEREAS, the Successor 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 The Bank Of New York, As Trustee On Behalf Of The Certificateholders Of Bellavista Funding Corporation, Bellavista Mortgage Trust 2005-1 Mortgage Pass-Through Certificates, Series 2005-1 at the price of **Two Hundred Thirty Eight Thousand Five and 05/100 Dollars ($238,005.05)**, this being the highest, last and best bid.

NOW, THEREFORE, I, Everett L. Hixson, Jr., Successor Trustee as aforesaid, in consideration of the premises and the sum of **Two Hundred Thirty Eight Thousand Five and 05/100 Dollars ($238,005.05)** to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto The Bank Of New York, As Trustee On Behalf Of The Certificateholders Of Bellavista Funding Corporation, Bellavista Mortgage Trust 2005-1 Mortgage Pass-Through Certificates, Series 2005-1 ("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:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 5 ON THE PLAN OF SECTION THREE JOHN CUNNINGHAM ESTATES, OF RECORD IN BOOK 4860 AT PAGE 69, REGISTER`S OFFICE FOR SAID COUNTY.

SAID LOT NO. 5 FRONTS 170.00 FEET ON THE EASTERLY MARGIN OF MERRYMOUNT DRIVE AND EXTENDS BACK 430.65 FEET ON THE NORTHERLY LINE AND 399.65 FEET ON THE SOUTHERLY LINE TO A DEAD LINE IN THE REAR, MEASURING 189.60 FEET THEREON.

PROPERTY ADDRESS : 8357 Merrymount Drive, Nashville, TN 37221.

Borrower's source of title is that certain Warranty Deed dated 02/13/1987 from Mrs. Grorge A. Reynolds Sr. to Jack Ingram, recorded on 02/18/1987 in Book 7140 Page 32 in 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, spouse's 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 Successor Trustee on the day and date first above written.

Everett L. Hixson, Jr.
Successor Trustee

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Before me, of the state and county aforesaid, personally appeared Everett L. Hixson, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged he executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and seal at office in Chattanooga, Tennessee this 16th day of July, 2009.

Notary Public

M.D. CRYE STATE OF TENNESSEE NOTARY PUBLIC HAMILTON COUNTY

My commission expires:

2-12-2011

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

The actual consideration or value, whichever is greater, for this transfer is **$238,005.05**.

Affiant

Sworn to and subscribed
before me this 16th day of July, 2009.

Notary Public

M.D. CRYE STATE OF TENNESSEE NOTARY PUBLIC HAMILTON COUNTY

My commission expires:

2-12-2011