BILL GARRETT, Davidson County
Trans:T20090072898 DEEDTRS
Recvd: 10/27/09 12:33 3 pgs
Fees:18.00 Taxes:394.70
20091027-0099038

Prepared by:
Rubin Lublin, LLC
One Park Place, Suite 380
6148 Lee Highway
Chattanooga, TN 37421
BAC-09-31061-1

ADDRESSES NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO:	MAP PARCEL NUMBER
The Bank Of New York Mellon fka The Bank Of New York As Trustee For The Certificateholders Of CWABS 2004 BC5;	**The Bank Of New York Mellon fka The Bank Of New York As Trustee For The Certificateholders Of CWABS 2004 BC5;**	**17601000.00**
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 October 8, 2009, by Everett L. Hixson, Jr., Successor Trustee ("Successor Trustee").

WHEREAS, by that certain Deed of Trust dated April 21, 2004 and recorded on June 2, 2004 in **Instrument No. 20040602-0064192**, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), **Russell Bryan Tinsley and Wendy Jo Lewis Tinsley** ("Borrower") conveyed to Kathryn Reed Edge, Esq., 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 April 21, 2004 (the "Note"), which obligation is presently held and owned by The Bank Of New York Mellon fka The Bank Of New York As Trustee For The Certificateholders Of CWABS 2004 BC5; 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 Kathryn Reed Edge, Esq., said appointment being set forth in **Instrument No. 20090828-0080976** 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 October 8, 2009, at 11:00 AM at the door of the Davidson County Courthouse, Nashville Tennessee, such advertisement appearing in said newspaper on **August 21, 2009, August 28, 2009, and September 4, 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 Mellon fka The Bank Of New York As Trustee For The Certificateholders

Of CWABS 2004 BC5 at the price of **One Hundred Six Thousand Six Hundred Seventy Five and 00/100 dollars ($106,675.00)**, 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 **One Hundred Six Thousand Six Hundred Seventy Five and 00/100 dollars ($106,675.00)** 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 Mellon fka The Bank Of New York As Trustee For The Certificateholders Of CWABS 2004 BC5 ("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, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 48 ON THE FINAL PLAN OF HICKORY WOODS SECTION A OF RECORD IN PLAT BOOK 6900, PAGE 511, REGISTER`S OFFICE FOR SAID COUNTY, TO WHICH REFERENCE IS MADE FOR A MORE COMPLETE DESCRIPTION.

Property Address: 4617 Rockland Trail, Antioch, TN 37013

Borrower's source of title is that certain Warranty Deed dated 07/26/1996 from W.L. Bainbridge, Inc. to Russell Bryan Tinsley and Wendy Jo Lewis Tinsley of record on 07/30/1996 in Book 10137 Page 212 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

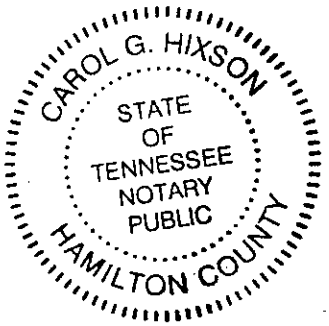
Before me, of the state and county aforesaid, personally appeared Everett L. Hixson, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged he executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and seal at office in Chattanooga, Tennessee this 8th day of October, 2009.

Carol G. Hixson
Notary Public

My commission expires:

4-18-12



STATE OF TENNESSEE)
COUNTY OF HAMILTON)

The actual consideration or value, whichever is greater, for this transfer is **$106,675.00.**

Affiant

Sworn to and subscribed
before me this 8th day of October, 2009.



Carol G. Hixson
Notary Public

My commission expires:

4-18-12