BILL GARRETT, Davidson County
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Prepared by:
RECONTRUST COMPANY, N.A.
2380 Performance Dr, TX2-985-07-03
Richardson, TX 75082

TS#:09 -0137271

ADDRESSES NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO:	MAP PARCEL NUMBER
(NAME)	(NAME)	11903011700
Daniel Swagler	**Daniel Swagler**	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
190 West Lakeview	**190 West Lakeview**	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	
Mt Juliet TN 37122	**Mt Juliet TN 37122**	

SUBSTITUTE TRUSTEE'S DEED

This instrument made and entered into on this, the November 23, 2009, by RECONTRUST COMPANY, N.A., substitute trustee ("Substitute Trustee").

WHEREAS, by that certain Deed of Trust dated June 8, 2004, recorded on June 10, 2004, as Instrument No. 20040610-0068772, Register's Office for Davidson, Tennessee (the "Deed of Trust"), BETTY JEAN MCWHIRTER-MCGEE AND HENRY EARL MCGEE, MARRIED (collectively "Borrower"),conveyed to FIRST NATIONAL FINANCIAL TITLE, 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 June 8, 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, THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWABS 2004 BC5, BY BAC HOME LOANS SERVICING, LP, FKA COUNTRYWIDE HOME LOANS SERVICING LP, BY BAC GP, LLC, ITS GENERAL PARTNER, AS ATTORNEY-IN-FACT., 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, N.A., was duly appointed as Substitute Trustee in the place and stead FIRST NATIONAL FINANCIAL TITLE, said appointment being set forth on October 29, 2009, as Instrument No. 200910290099962 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 November 16, 2009, at time 2:00 PM at the door of the Davidson County Courthouse, Tennessee, such advertisement appearing in said newspaper on October 23, 2009, October 30, 2009 and November 6, 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, 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 to those assembled that the sale was postponed to November 23, 2009 at same time and place. On November 23, 2009 at the same time and place, the Substitute Trustee appeared and offered the Property for sale, and after opening the floor for competitive bids, sold said Property to DANIEL SWAGLER at the price of $141,524.75, this being the highest, last and best bid.

NOW, THEREFORE, RECONTRUST COMPANY, N.A., Substitute Trustee, in consideration of the premises and the sum of $141,524.75, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto DANIEL SWAGLER ("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. 102, GLENCLIFF ESTATES, SECTION 5, OF RECORD IN BOOK 2133, PAGE 21, REGISTER'S

OFFICE FOR DAVIDSON COUNTY, TENNESSEE, MORE PARTICULARY DESCRIBED AS FOLLOWS: SAID LOT NO. 102 FRONTS 95 FEET ON THE NORTHWESTERLY SIDE OF FLUSHING DRIVE AND EXTENDS BACK 179.9 FEET ON THE NORTHEASTERLY LINE AND 197 FEET ON THE SOUTHWESTERLY LINE TO A DEAD LINE, MEASURING 97 FEET THEREON.

BEING THE SAME PROPERTY CONVEYED TO BETTY JEAN MCWHIRTER-MCGEE AND HUSBAND HENRY EARL MCGEE BY WARRANTY DEED FROM G.W. HOLDER, III, DATED_,RECORDED_, IN BOOK 20040610-0068771, PAGE_, DAVIDSON COUNTY, TENNESSEE.

ALSO KNOWN AS: 355 FLUSHING DRIVE, NASHVILLE,TN

Borrower's source of title is that certain Warranty Deed June 8,2004, recorded on June 10, 2004, Instrument # 20040610-0068770, 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, N.A., as Substitute Trustee
By: _____
Print Name: Stephen Gross
Title: Assistant Secretary

STATE OF TEXAS)
COUNTY OF DALLAS)

Before me, Princess Everage, of the state and county aforesaid, personally appeared Stephen Gross of RECONTRUST COMPANY, N.A., 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, N.A., 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 4 day of Dec, 2009.

Notary Public

My commission expires:
8 14 13

PRINCESS J EVERAGE
Notary Public
STATE OF TEXAS
My Comm. Exp 08-14-13

STATE OF TEXAS)
COUNTY OF DALLAS)

The actual consideration or value, whichever is greater, for this transfer is $141,524.75.

Affiant

Sworn to and subscribed before me this 4 day of Dec, 2009.

Notary Public

My commission expires:
8 14 13

PRINCESS J EVERAGE
Notary Public
STATE OF TEXAS
My Comm. Exp 08-14-13