BILL GARRETT, Davidson County
Trans:T20100005734 DEEDTRS
Recvd: 01/29/10 09:13 3 pgs
Fees:18.00 Taxes:341.99

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Prepared by:
Rubin Lublin, LLC
One Park Place, Suite 380
6148 Lee Highway
Chattanooga, TN 37421
COUNTRYWIDE-09-33868

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 CWABS, Inc., Asset-Backed Certificates, Series 2006-BC3 1800 Tapo Canyon Road	The Bank Of New York Mellon fka The Bank Of New York, As Trustee For The Certificateholders CWABS, Inc., Asset-Backed Certificates, Series 2006-BC3 1800 Tapo Canyon Road	043-15-0-242.00
Simi Valley, California 93063	Simi Valley, California 93063	

SUCCESSOR TRUSTEE'S DEED

This instrument made and entered into on January 7, 2010, by Everett L. Hixson, Jr., Successor Trustee ("Successor Trustee").

WHEREAS, by that certain Deed of Trust dated October 21, 2005 and recorded on October 25, 2005 in **Instrument No. 20051025-0128661**, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), Yolanda Sustaita and Jose Sustaita ("Borrower"), conveyed to First National Financial Title, 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 October 21, 2005, (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 CWABS, Inc., Asset-Backed Certificates, Series 2006-BC3; 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 First National Financial Title, said appointment being set forth in **Instrument Number 20091202-0110136** 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 Tennessee Tribune that the Property would be sold on January 7, 2010, at 11:00 AM at the door of the Davidson County Courthouse, Nashville Tennessee, such

advertisement appearing in said newspaper on **December 10, 2009, December 17, 2009, December 24, 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 same time and place appeared and 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 CWABS, Inc., Asset-Backed Certificates, Series 2006-BC3 at the price of Ninety Two Thousand Four Hundred Thirty and 00/100 dollars ($92,430.00) 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 Ninety Two Thousand Four Hundred Thirty and 00/100 dollars ($92,430.00) 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 CWABS, Inc., Asset-Backed Certificates, Series 2006-BC3 ("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.92 ON THE PLAN OF ARROWHEAD ESTATES, SECTION II, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 5050 PAGE 83, REGISTER'S OFFICE FOR DAVIDSONCOUNTY, TENNESSEE TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE COMPLETE LEGAL DESCRIPTION.

BEING THE SAME PROPERTY CONVEYED TO YOLANDA SUSTAITA AND JOSE SUSTAITA BY WARRANTY DEED FROM TIFFANY R. KAWOHL AND MARC W. KAWOHL, DATED OCTOBER 21, 2005, RECORDED OCTOBER 25, 2005, IN INSTRUMENT NO. 200510250128660, DAVIDSON COUNTY, TENNESSEE.

Property Address : 920 Mallow Drive, Madison, TN 37115.

Borrower's source of title is that certain Warranty Deed dated 10/21/2005 from Marc W. Kawohl and Tiffany R. Kawohl to Yolanda Sustaita and Jose Sustaita of record on 10/25/2005 in Instrument Number 20051025-0128660 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, 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 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 7th day of January, 2010.

Carol G. Hixson
Notary Public

CAROL G. HIXSON
STATE OF TENNESSEE NOTARY PUBLIC
HAMILTON COUNTY

My commission expires:

4-18-12

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

The actual consideration or value, whichever is greater, for this transfer is **$92,430.00**.

Affiant

Sworn to and subscribed
before me this 7th day of January, 2010.

Carol G. Hixson
Notary Public

CAROL G. HIXSON
STATE OF TENNESSEE NOTARY PUBLIC
HAMILTON COUNTY

My commission expires: 4-18-12