BILL GARRETT, Davidson County
Trans:T20100032702 DEEDTRS
Recvd: 06/01/10 11:09 3 pgs
Fees:18.00 Taxes:349.65
20100601-0041765

Prepared and Recorded by:
RECONTRUST COMPANY, N.A.
2380 Performance Dr, TX2-985-07-03
Richardson, TX 75082

TS#:09 -0143991

ADDRESSES NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO:	MAP PARCEL NUMBER
(NAME) The Bank of New York Mellon	(NAME) The Bank of New York Mellon	05313003400
(STREET ADDRESS OR ROUTE NUMBER) 400 Countrywide Way	(STREET ADDRESS) 400 Countrywide Way	
(CITY) Simi Valley (STATE) CA (ZIP) 93063	(CITY) Simi Valley (STATE) CA (ZIP) 93063	

SUBSTITUTE TRUSTEE'S DEED

This instrument made and entered into on this, the May 17, 2010, by RECONTRUST COMPANY, N.A., substitute trustee ("Substitute Trustee").

WHEREAS, by that certain Deed of Trust dated May 24, 2007, recorded on May 31, 2007, as Instrument No. 20070531-0064601, Register's Office for Davidson, Tennessee (the "Deed of Trust"), DEBORAH Y SMITH, HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, AND FREDRICK SMITH, HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP (collectively "Borrower"),conveyed to ARNOLD M WEISS, ATTORNEY, 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 May 24, 2007, (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 BENEFIT OF THE CERTIFICATEHOLDERS CWABS, INC. ASSET-BACKED CERTIFICATES, SERIES 2007-9, 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 ARNOLD M WEISS, ATTORNEY, said appointment being set forth on April 22, 2010, as Instrument No. 20100422-0030456 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 April 26, 2010, at time 2:00 PM at the door of the Davidson County Courthouse, Tennessee, such advertisement appearing in said newspaper on April 2, 2010, April 9, 2010 and April 16, 2010, 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 May 17, 2010 at same time and place. On May 17, 2010 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 THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE BENEFIT OF THE CERTIFICATEHOLDERS CWABS, INC. ASSET-BACKED CERTIFICATES, SERIES 2007-9 at the price of $94,500.00, 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 $94,500.00, 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 BENEFIT OF THE CERTIFICATEHOLDERS CWABS, INC. ASSET-BACKED CERTIFICATES, SERIES 2007-9 ("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 the easterly one-half of Tract No. 5 on the Map of Nawakwa Hills West End Section being a subdivision of Kentucky and Graves 45 acres tract, as of record in Book 974, page 96, Register's Office for said County and described according to copy of a survey dated September 25, 1967, made by T.R. Sanford Engineer. The said easterly one-half of Tract No. 5 fronts 52.3 feet on the northerly side of Nawakwa Trail and runs back in a northerly direction from the center of Nawakwa Trail 1257 feet more or less on the easterly line and 1247.5 feet, more or less on the westerly line, to a dead line measuring 60 feet thereon.

Being the same property conveyed to Frederick Smith, unmarried and Deborah Young, unmarried with joint rights of survivorship by Warranty Deed from Jillian Etherington, a single person dated February 9, 2005 and filed for record in Instrument No. 20050216-0017762, Register's Office for Davidson County, Tennessee.

Property Address: **504 NAWAKWA TRL, MADISON TN 37115**

Borrower's source of title is that certain **Warranty Deed**, dated **02/09/2005**, given by **Jillian Etherington, a single person** to **Frederick Smith, unmarried and Deborah Young, unmarried with joint rights of suvivorship** and recorded **2/16/2005 Instrument # 20050216-0017762**, 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.

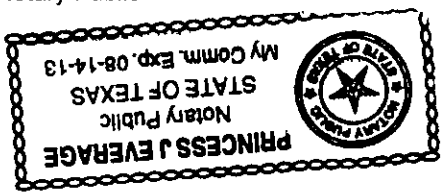
Dallas Texas

WITNESS my hand and seal at office in _____, _____ this 27 day of May, 2010.

_____
Notary Public

My commission expires:

_____



STATE OF TEXAS)
COUNTY OF DALLAS)

The actual consideration or value, whichever is greater, for this transfer is $94,500.00.

_____
Affiant

Sworn to and subscribed before me this 27 day of May, 2010.

_____
Notary Public

My commission expires:

_____

