BILL GARRETT, Davidson County
Trans:T20100053869 DEEDTRS
Recvd: 08/30/10 11:46 3 pgs
Fees:17.00 Taxes:0.00
20100830-0068496

Prepared by and Return to:
Rubin Lublin Suarez Serrano, LLC
119 S. Main Street, Suite 500
Memphis, TN 38103
BAC-10-05891

ADDRESSES NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBER:
FEDERAL HOME LOAN MORTGAGE CORPORATION	FEDERAL HOME LOAN MORTGAGE CORPORATION	093060A05900
2300 Windy Ridge Parkway SE Suite 200 North Tower Atlanta, Georgia 30339	2300 Windy Ridge Parkway SE Suite 200 North Tower Atlanta, Georgia 30339	

SUBSTITUTE TRUSTEE'S DEED

This instrument made and entered into on August 5, 2010, by Rubin Lublin Suarez Serrano TN LLC, Substitute Trustee ("Substitute Trustee").

WHEREAS, by that certain Deed of Trust dated July 1, 2008 and recorded July 2, 2008, at **Instrument Number 20080702-0068410**, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), **Edward Longard** ("Borrower"), conveyed to PRLAP, INC., 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 July 1, 2008, (the "Note"), which obligation is presently held and owned by **Bank of America, N.A.**; 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, Rubin Lublin Suarez Serrano TN LLC, was duly appointed as Substitute Trustee in the place and stead of PRLAP, INC., said appointment being set forth in **Instrument Number 20100720-0056627** 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 The Tennessee Tribune that the Property would be sold on July 22, 2010, at 11:00 AM at the door of the Davidson County Courthouse, Nashville Tennessee, such advertisement appearing in said newspaper on **June 24, 2010, July 1, 2010, July 8, 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, Nashville 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 those assembled that the July 22, 2010 sale was postponed to July 29, 2010 at the same time and place. On July 29, 2010 the Substitute Trustee at same time and place appeared and announced to those assembled that the July 29, 2010 sale was postponed to August 5, 2010. On August 5, 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 **Bank of America, N.A.** at the price of **One Hundred Thirty Thousand Six Hundred Thirteen and 18/100 ($130,613.18)** this being the highest, last and best bid; and

WHEREAS, **Bank of America, N.A.**, as successful purchaser at said sale, transferred and assigned its bid to **FEDERAL HOME LOAN MORTGAGE CORPORATION.**

NOW, THEREFORE, Rubin Lublin Suarez Serrano TN LLC, Substitute Trustee as aforesaid, in consideration of the premises and the sum of **One Hundred Thirty Thousand Six Hundred Thirteen and 18/100 ($130,613.18)** to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto **FEDERAL HOME LOAN MORTGAGE CORPORATION** ("Grantee"), its successors and assigns, all of its 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 CONDOMINIUM APARTMENT IN THE FIRST CIVIL DISTRICT OF NASHVILLE, DAVIDSON COUNTY, TENNESSEE, KNOWN AS UNIT NO. 701 OF THE HORIZONTAL PROPERTY REGIME OF ENCORE, A RESIDENTIAL CONDOMINIUM PURSUANT TO MASTER DEED FOR ENCORE, A RESIDENTIAL CONDOMINIUM OF RECORD AS INSTRUMENT NO. 20080225-0018429 AND MASTER DEED FOR ENCORE, A MASTER CONDOMINIUM OF RECORD AS INSTRUMENT NO. 20080225-0018425, REGISTER`S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH REFERENCED IS MADE FOR A MORE COMPLETE DESCRIPTION.

This property is now or was formerly known as 301 Demonbreun Street Unit 701, Nashville, TN 37201.

This entity is tax exempt.

Borrower's source of title is that certain Warranty Deed dated 07/01/2008 from Encore Phase 1 Development Company, LLC, a Tennessee Limited Liability Company to Edward Longard of record on 07/02/2008 in Instrument Number 20080702-0068409 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 Substitute Trustee on the day and date first above written.

Rubin Lublin Suarez Serrano TN LLC

Printed Name: Glen D. Rubin
Title: Member

STATE OF GEORGIA)
COUNTY OF GWINNETT)

Before me, Natasha M McArthur of the state and county aforesaid, personally appeared , Glen D. Rubin , of Rubin Lublin Suarez Serrano TN LLC, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be a Member of Rubin Lublin Suarez Serrano TN LLC, a Limited Liability Company, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the Limited Liability Company by himself/herself as such officer.

WITNESS my hand and seal at office in Norcross, Georgia this 5th day of August, 2010.

Notary Public

NATASHA M. McARTHUR NOTARY PUBLIC DeKALB COUNTY GEORGIA EXPIRES OCT 16, 2011

My commission expires:

Oct 16 2011

STATE OF GEORGIA)
COUNTY OF GWINNETT)

The actual consideration or value, whichever is greater, for this transfer is $130,613.18.

Affiant

Sworn to and subscribed
before me this 5th day of August, 2010

Notary Public

My commission expires:

Oct. 16, 2011

NATASHA M. McARTHUR NOTARY PUBLIC DeKALB COUNTY GEORGIA EXPIRES OCT 16, 2011