BILL GARRETT, Davidson County
Trans:T20100077926 DEEDTRS
Recvd: 12/10/10 10:40 3 pgs
Fees:17.00 Taxes:0.00
20101210-0098490

Prepared and Recorded by:
RECONTRUST COMPANY, N.A.
2380 Performance Dr, TX2-984-0407
Richardson, TX 75082

TS#:09 -0165540

| ADDRESSES NEW OWNER(S) AS FOLLOWS | SEND TAX BILLS TO: | MAP PARCEL NUMBER |
|---|---|---|
| The Secretary of HUD | The Secretary of HUD | 108070B033.00 |
| (NAME) | (NAME) | |
| c/o Michaelson, Conner & Boul | c/o Michaelson, Conner & Boul | |
| (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | |
| 4400 Will Rogers Pkwy, Ste 300 | 4400 Will Rogers Pkwy, Ste 300 | |
| (CITY) (STATE) (ZIP) | (CITY) (STATE) (ZIP) | |
| Oklahoma City, OK 73108 | Oklahoma City, OK 73108 | |

# SUBSTITUTE TRUSTEE'S DEED

This instrument made and entered into on this, the January 27, 2010, by RECONTRUST COMPANY, N.A., substitute trustee ("Substitute Trustee").

WHEREAS, by that certain Deed of Trust dated November 19, 2007, recorded on November 29, 2007, as Instrument No. 20071129-0138398, Register's Office for Davidson, Tennessee (the "Deed of Trust"), JASON AARON PANKS (collectively "Borrower"),conveyed to ANCHOR TITLE, LLC, 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 November 19, 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, BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP, 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, Notice of the Right to Foreclose("Notice") was given in compliance with Tennessee law by the mailing a copy of the Notice to the parties at least sixty (60) days prior to the first publication of the Substitute Trustee's Sale.

WHEREAS, the undersigned, RECONTRUST COMPANY, N.A., was duly appointed as Substitute Trustee in the place and stead ANCHOR TITLE, LLC, said appointment being set forth on November 30, 2009, as Instrument No. 20091130-0108977 said Register's Office; and

WHEREAS, the Substitute Trustee caused the Notice of Substitute Trustee's Sale ("Notice of Sale") to be published as provided in the Deed of Trust and Note in the DAVIDSON AM that the Property would be sold on December 28, 2009, at time 2:00 PM at the door of the Davidson County Courthouse, Tennessee, such advertisement appearing in said newspaper on December 4, 2009, December 11, 2009 and December 18, 2009, a copy of such Notice of Sale 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 of Sale the default was not cured; and

WHEREAS, the Substitute Trustee at the time, place and date specified in said Notice of Sale appeared and announced to to those assembled that the sale was postponed to January 27, 2010 at same time and place. On January 27, 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 BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP at the price of $102,035.83, this being the highest, last and best bid.

WHEREAS, BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP, as successful purchaser at said sale, transferred and assigned its bid to The Secretary of Housing and Urban Development and or its assigns.

NOW, THEREFORE, RECONTRUST COMPANY, N.A., Substitute Trustee, in consideration of the premises and the sum of $102,035.83, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto The Secretary of Housing and Urban Development ("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 UNIT NUMBER 33, BUILDING C, OF TIMBERLAKE CONDOMINIUMS, OF RECORD IN MASTER DEED RECORDED IN BOOK 6549, PAGE 475, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TOGETHER WITH THE UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TOSAID UNITS, AS SET FORTH IN EXHIBIT A-1 OF THE MASTER DEED.

Property Address: **131 NORTH TIMBER DRIVE 33-C, NASHVILLE TN 37214**

**This Entity is Tax Exempt**

Borrower's source of title is that certain **Warranty Deed**, dated **11/19/2007**, given by **Brian L. Haden, Jr. and wife, Emily Ann Haden** to **Jason Aaron Panks** and recorded **11/29/2007 Instrument # 20071129-0138397**, 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: Carolyn Holleman 12/2/2010
Print Name: Carolyn Holleman
Title: AUTHORIZED SIGNER

STATE OF TEXAS )
COUNTY OF DALLAS )

Before me, Princess Everage, of the state and county aforesaid, personally appeared Carolyn Holleman 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 AUTHORIZED SIGNER 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 2nd day of DECEMBER, 2010.

Notary Public

My commission expires:

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 $102,035.83

Carolyn Holleman 12/2/2010
Affiant

Sworn to and subscribed before me this 2nd day of DECEMBER, 2010.

Notary Public

My commission expires:

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