BILL GARRETT, Davidson County
Trans:T20100080883 DEEDTRS
Recvd: 12/23/10 11:33 3 pgs
Fees:17.00 Taxes:0.00
20101223-0102159

Prepared by and Return to:
Rubin Lublin Suarez Serrano, LLC
119 S. Main Street, Suite 500
Memphis, TN 38103
SNT-10-05110

ADDRESSES NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBER:
SECRETARY OF THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, its successors and assigns	SECRETARY OF THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, its successors and assigns	042110A029.00
c/o Michaelson, Conner, and Boul 4400 Will Rogers Parkway Suite 300 Oklahoma City, OK 73108	c/o Michaelson, Conner, and Boul 4400 Will Rogers Parkway Suite 300 Oklahoma City, OK 73108	

SUBSTITUTE TRUSTEE'S DEED

This instrument made and entered into on July 8, 2010, by Rubin Lublin Suarez Serrano TN LLC, Substitute Trustee ("Substitute Trustee").

WHEREAS, by that certain Deed of Trust dated November 26, 2007 and recorded December 4, 2007, at **Instrument Number 20071204-0140460**, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), **Shirley J. Wheeler** ("Borrower"), conveyed to Lighthouse Title and Escrow, 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 November 26, 2007, (the "Note"), which obligation is presently held and owned by **Suntrust Mortgage, Inc.**; 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 Lighthouse Title and Escrow, said appointment being set forth in **Instrument Number 20100621-0048263** 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 Tennessee Tribune that the Property would be sold on June 24, 2010, at 11:00 AM at the door of the Davidson County Courthouse, Nashville Tennessee, such advertisement appearing in said newspaper on **June 3, 2010, June 10, 2010, June 17, 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 June 24, 2010 sale was postponed to July 8, 2010 at the same time and place. On July 8, 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 **Suntrust Mortgage, Inc.** at the price of **One Hundred Forty Thousand Nine Hundred Fifteen and 59/100 ($140,915.59)** this being the highest, last and best bid; and

WHEREAS, **Suntrust Mortgage, Inc.**, as successful purchaser at said sale, transferred and assigned its bid to **SECRETARY OF THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, its successors and assigns.**

NOW, THEREFORE, Rubin Lublin Suarez Serrano TN LLC, Substitute Trustee as aforesaid, in consideration of the premises and the sum of **One Hundred Forty Thousand Nine Hundred Fifteen and 59/100 ($140,915.59)** to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto **SECRETARY OF THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, its successors and assigns** ("Grantee"), 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:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING UNIT NO. 1029, ON THE PLAN OF HERITAGE VILLAGE CONDOMINIUMS, ACCORDING TO THE MASTER DEED OF RECORD IN BOOK 4758, PAGE 179, BOOK 4808, PAGE 829, BOOK 5102, PAGE 383, BOOK 6484, PAGE 287 AND IN BOOK 9654, PAGE 906, IN THE REGISTER`S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND MORE PARTICULARLY DESCRIBED IN PLAT BOOK 4675, PAGE 46, IN THE REGISTER`S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION.

This property is now or was formerly known as 1029 Heritage Drive, Madison, TN 37115.

This entity is tax exempt.

Borrower's source of title is that certain Warranty Deed dated 12/30/2002 from Jan Ellen Hall Williamson to Shirley J. Wheeler of record on 01/08/2003 in Instrument Number 20030108-0003339 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: Peter Lublin
Title: Member

STATE OF GEORGIA)
COUNTY OF GWINNETT)

Before me, Latasha N. McArthur, of the state and county aforesaid, personally appeared, Peter Lublin, 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 8th day of July, 2010.

Notary Public

LATASHA N. 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 $140,915.59.

Affiant

Sworn to and subscribed
before me this 8th day of July, 2010

Notary Public

My commission expires:
Oct. 16, 2011

LATASHA N. McARTHUR NOTARY PUBLIC DeKALB COUNTY GEORGIA EXPIRES OCT 16, 2011