BILL GARRETT, Davidson County
Trans:T20110023572 DEEDTRS
Recvd: 04/21/11 10:44 3 pgs
Fees:17.00 Taxes:0.00
20110421-0030780

Prepared by and Return to:
Rubin Lublin Suarez Serrano, LLC
119 S. Main Street, Suite 500
Memphis, TN 38103
BAC-09-34062

| ADDRESSES NEW OWNER(S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP PARCEL NUMBER: |
|---|---|---|
| FEDERAL HOME LOAN MORTGAGE CORPORATION | FEDERAL HOME LOAN MORTGAGE CORPORATION | 162-06-0-08600 |
| 2300 Windy Ridge Parkway SE<br>Suite 200<br>North Tower<br>Atlanta, Georgia 30339 | 2300 Windy Ridge Parkway SE<br>Suite 200<br>North Tower<br>Atlanta, Georgia 30339 | |

## SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by that certain Deed of Trust dated September 27, 2006 and recorded October 3, 2006, at **Instrument Number 20061003-0122657**, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), **David L. Trammell** ("Borrower"), conveyed to Rudy Title And Escrow, LLC, 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 September 27, 2006, (the "Note"), which obligation is presently held and owned by **BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing LP**; 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 Rudy Title And Escrow, LLC, said appointment being set forth in **Instrument Number 20110224-0015124** in said Register's Office; and

WHEREAS, a Notice of the Right to Foreclose, if required pursuant to T.C.A. § 35-5-117, was given at least sixty (60) days prior to the first publication in accordance with Tennessee law; and

WHEREAS, the Substitute Trustee caused a diligent search of the Defense Manpower Data Center (DMDC) website for each known Borrower in compliance with the Service Members Civil Relief Act, and as such the foreclosure of this property is not subject to the provisions of 50 U.S.C. § 501, *et seq.;* and

WHEREAS, the Substitute Trustee caused a diligent search of the PACER website for each known Borrower and determined that Substitute Trustee was not subject to an automatic stay in bankruptcy both at the time foreclosure proceedings commenced and the time the Property was sold; and

WHEREAS, the Substitute Trustee caused notice to be published as provided for under T.C.A. § 35-5-104 and as provided in the Deed of Trust and Note in the Tennessee Tribune that the Property would be sold on March 10, 2011, at 11:00 AM at the door of the Davidson County Courthouse, Nashville Tennessee, such advertisement appearing in said newspaper on **February 17, 2011, February 24, 2011, March 3, 2011**, a copy of such notice was sent to the parties required under T.C.A. § 35-5-101(e) prior to the first publication date written above, 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 March 10, 2011 sale was postponed to April 7, 2011 at the same time and place. On April 7, 2011 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 f/k/a Countrywide Home Loans Servicing LP** at the price of **Ninety-Seven Thousand Nine Hundred Two and 00/100 ($97,902.00)** this being the highest, last and best bid; and

WHEREAS, **BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing LP**, 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 **Ninety-Seven Thousand Nine Hundred Two and**

**00/100 ($97,902.00)** 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:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT 196, FAIR OAKS, SECTION ONE, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 4175, PAGES 42 AND 43, IN THE REGISTER`S OFFICE, DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID PROPERTY.

This property is now or was formerly known as 201 Sterry Court, Antioch, TN 37013.

**This entity is tax exempt.**

**Borrower's source of title is that certain Warranty Deed dated September 27, 2006 from Alice B. Calvert to David L. Trammell of record on October 3, 2006 in Instrument Number 20061003-0122656 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 this 15th day of April, 2011.

Rubin Lublin Suarez Serrano TN LLC

Printed Name: Carolee Berasi
Title: Member

STATE OF GEORGIA )
COUNTY OF GWINNETT )

Before me, Najur H. Bowser, of the state and county aforesaid, personally appeared, Carolee Berasi, 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 15th day of April, 2011.

Notary Public

My commission expires:

NAJUR H BOWSER NOTARY PUBLIC FULTON COUNTY GEORGIA EXPIRES SEPT. 22, 2014

STATE OF GEORGIA
COUNTY OF GWINNETT

The actual consideration or value, whichever is greater, for this transfer is $97,902.00.

Affiant

Sworn to and subscribed
before me this 15th day of April, 2011.

Notary Public

My commission expires:

NAJUR H BOWSER NOTARY PUBLIC FULTON COUNTY GEORGIA EXPIRES SEPT. 22, 2014