BILL GARRETT, Davidson County
Trans:T20110039914 DEEDTRS
Recvd: 07/05/11 09:35 3 pgs
Fees:17.00 Taxes:0.00
20110705-0050992

Prepared by and Return to:
Rubin Lublin Suarez Serrano, LLC
119 S. Main Street, Suite 500
Memphis, TN 38103
SNT-10-12153

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**	**122010A432.00**
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

WHEREAS, by that certain Deed of Trust dated December 30, 2003 and recorded January 5, 2004, at **Instrument Number 20040105-0001146**, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), **MICHAEL P. ILLOBRE** ("Borrower"), conveyed to T. MICHAEL LOGAN, 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 December 30, 2003, (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 T. MICHAEL LOGAN, said appointment being set forth in **Instrument Number 20110316-0020648** 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 The Tennessee Tribune that the Property would be sold on March 31, 2011, at 11:00 AM at the door of the Davidson County Courthouse, Nashville Tennessee, such advertisement appearing in said newspaper on **March 10, 2011, March 17, 2011, March 24, 2011, April 7, 2011, April 14,2011, April 21,2011** 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 31, 2011 sale was postponed to April 26, 2011 at the same time and place. On April 26, 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 **Suntrust Mortgage, Inc.** at the price of **One Hundred Twenty-Five Thousand Six Hundred Twenty-Two and 92/100 ($125,622.92)** 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 Twenty-Five Thousand Six Hundred Twenty-Two and 92/100 ($125,622.92)** 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.21 IN WOODLAND POINT, PHASE X, A PRIVATE ELEMENT HORIZONTAL PROPERTY REGIME (BEING THE TOWNHOME AREA AT WOODLAND POINT). LOCATED ON BUCK RUN DRIVE AND/OR ANTLER RIDGE CIRCLE, NASHVILLE,DAVIDSON COUNTY,TENNESSEE, AND DESCRIBED IN A DECLARATION OF COVENANTS,CONDITIONS AND RESTRICTIONS FOR WOODLAND POINT TOWNHOMES, A HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS OF RECORD AS INSTRUMENT NO.20001011-010144, REGISTER`S OFFICE FOR DAVIDSON COUNTY, TENNESSEE (THE "ORIGINAL DECLARATION"), AMENDED BY FIRST SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODLAND POINT TOWNHOMES OF RECORD AS INSTRUMENT NUMBER 20020725-0089575, SAID REGISTER`S OFFICE (THE "FIRST SUPPLEMENT"), FURTHER AMENDED BY SECOND SUPPLEMENTRY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODLAND POINT TOWNHOMES OF RECORD AS INSTRUMENT NO.20020904-0107261, SAID REGISTER`S OFFICE (THE "SECOND SUPPLEMENT", THE FIRST SUPPLEMENT,SECOND SUPPLEMENT AND THE ORIGINAL DECLARATION BEING COLLECTIVELY REFERRED TO AS THE "DECLARATION", TO WHICH REFRENCE IS HEREBY MADE. THE EASEMENTS, RESTRICTIVE COVENANTS, CO-OWNERS AND TENANTS OF WOODLAND POINT, PHASE X, A PRIVATE ELEMENT HORIZONTAL PROPERTY REGIME, CONTAINED IN THE SAID DECLARATION, THE PLAN FILED AS EXHIBIT `C` TO SAID SECOND SUPPLEMENT APPEARING AT PAGE 4 THEREOF, AND BYLAWS APPENDED THERETO AS EXHIBIT "B" APPEARING AT PAGE 32 OF THE ORIGINAL DECLARATION, SAID REGISTER`S OFFICE ARE INCORPORATED IN THIS DEED BY REFRENCES AND MADE A PART HEREOF THE SAME AS THOUGH COPIED HEREIN.

This property is now or was formerly known as 256 BUCK RUN DRIVE, NASHVILLE, TN 37214.

This entity is tax exempt.

Borrower's source of title is that certain Warranty Deed dated 12/30/2003 from Ole South Properties, Inc to MICHAEL P. ILLOBRE of record on 1/5/2004 in Instrument Number 20040105-0001145 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 5 day of May, 2011.

Rubin Lublin Suarez Serrano TN LLC

Printed Name: Lisa Caplan
Title: Member

STATE OF GEORGIA)
COUNTY OF GWINNETT)

Before me, Najur H. Bowser of the state and county aforesaid, personally appeared, Lisa Caplan, 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 ___ day of MAY - 5 2011, 20___.

Notary Public

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

My commission expires:

STATE OF GEORGIA)
COUNTY OF GWINNETT)

The actual consideration or value, whichever is greater, for this transfer is $125,622.92.

Affiant

Sworn to and subscribed
before me this ___ day of MAY - 5 2011 20___.

Notary Public

My commission expires

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