BILL GARRETT, Davidson County
Trans:T20110058071 DEEDTRS
Recvd: 09/19/11 14:01 5 pgs
Fees:28.00 Taxes:466.20
20110919-0072495

Prepared by and Return to:
Rubin Lublin Suarez Serrano, LLC
119 S. Main Street, Suite 500
Memphis, TN 38103
BAC-09-34402

| ADDRESSES NEW OWNER(S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP PARCEL NUMBER: |
|---|---|---|
| **BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP, FOR THE BENEFIT OF THE HASCO 2006-HE1 TRUST** | **BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP, FOR THE BENEFIT OF THE HASCO 2006-HE1 TRUST** | **Map 161-5B Parcel 14** |
| **7105 Corporate Drive PTX-A-274 Plano, TX 75024** | **7105 Corporate Drive PTX-A-274 Plano, TX 75024** | |

# SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by that certain Deed of Trust dated June 29, 2006 and recorded July 20, 2006, at **Instrument Number 20060720-0087747**, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), **Nazik Awali and Osama Awali aka Osama J. Awali** ("Borrower"), conveyed to Jason K. West, 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 June 29, 2006, (the "Note"), which obligation is presently held and owned by **BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA 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 Jason K. West, said appointment being set forth at **Instrument Number 20100702-0052340,** 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 July 28, 2011, at 11:00 AM at the door of the Davidson County Courthouse, Nashville Tennessee, such advertisement appearing in said newspaper on **July 7, 2011, July 14, 2011, and July 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 offered the property for sale, and after opening the floor for competitive bids, sold said Property to **BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP** at the price of **One Hundred Twenty-Six Thousand and 00/100 ($126,000.00)** this being the highest, last and best bid.

NOW, THEREFORE, Rubin Lublin Suarez Serrano TN LLC, Substitute Trustee as aforesaid, in consideration of the premises and the sum of **One Hundred Twenty-Six Thousand and 00/100 ($126,000.00)** to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto **BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP, FOR THE BENEFIT OF THE HASCO 2006-HE1 TRUST** ("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 NO. 14 ON THE REVISED PLAT OF BRENTWOOD GLEN, A PLANNED UNIT DEVELOPMENT, AS OF RECORD IN BOOK 7900, PAGE 189, REGISTER'S OFFICE FOR SAID COUNTY, TO WHICH SAID PLAN REFERENCE IS HEREBY MADE FOR A MORE COMPLETE AND ACCURATE LEGAL DESCRIPTION THEREOF.

This property is now or was formerly known as 711 BRENT GLEN PLACE, NASHVILLE, TN 37211.

**Borrower's source of title is that certain Warranty Deed dated June 29, 2006 from Cindy E. Houston nka Cindy E. Houston Hazen to Nazik Awali and Osama J. Awali of record on July 20, 2006 at Instrument Number 20060720-0087746, 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 ___ day of AUG - 9 2011, 20___.

Rubin Lublin Suarez Serrano TN LLC

Printed Name: Carolee Berasi
Title: Member

STATE OF GEORGIA )
COUNTY OF GWINNETT )

Before me, Najur 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 ___ day of AUG - 9 2011, 20___.

Notary Public

My commission expires:

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

STATE OF GEORGIA )
COUNTY OF GWINNETT )

The actual consideration or value, whichever is greater, for this transfer is $126,000.00.

Affiant

Sworn to and subscribed
before me this ___ day of AUG - 9 2011, 20___.

Notary Public

My commission expires:

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

Return to:
RUBIN LUBLIN, LLC
Attorneys and Counselors at Law
3740 Davinci Court Suite 100
Norcross, GA 30092

EXHIBIT
tabbies
A

# LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT **Bank of America, N.A.**, ("Principal") has made, constituted and appointed, and by these presents does make, constitute and appoint, **Glen Rubin, Peter Lublin, Heidi Billington, Victor Kang, Lisa Caplan, Molly Brien, Brian Linkowksi, Jeff Horn, Erica Malcom, Josh Hopkins, Carolee Berasi, Natalie Brown, Kevin Fisher and Pat McKenzie for Rubin Lublin Suarez Serrano, LLC**, as its attorney(s)-in-fact ("Attorney(s)-in-Fact") to act with the following limited powers, to wit:

*Execution on behalf of Principal of the following document or documents:*
*Assignment of Mortgage, Assignment of Deed of Trust, Substitution of Trustee, Foreclosure Deed (Deed Under Power and Special Warranty Deed).*

FURTHER, the Attorney(s)-in-Fact is authorized to execute, acknowledge and deliver any instrument under seal or otherwise, and to do all things necessary to carry out the intent hereof, hereby granting full power and authority to act in and concerning the conduct of foreclosures and related proceedings as fully and effectually as the Principal may do if personally present, limited however, to the purpose for which this authorization is executed, and subject to the terms and conditions set forth herein and in accordance with the standard of care of a fiduciary agent.

I further declare that any act or thing lawfully done hereunder and within the powers herein stated shall be binding on the Principal, provided however that such power shall be limited to the purposes stated in said instrument(s).

Third parties may rely upon the representations of the Attorney(s)-in-Fact and as to all matters relating to any power granted to them hereunder, and the powers granted hereunder shall continue for three years from the date of execution of this Appointment or until said Appointment is revoked in writing by Principal, whichever occurs first.

Nothing contained in this Limited Power of Attorney shall be construed or interpreted to relieve the Attorney(s)-in-Fact from a proper accounting of their actions to Principal and its successors and assigns, but persons dealing with the Attorney(s)-in-Fact shall be under no duty to see that this is done.

IN WITNESS WHEREOF, Bank of America, N.A. has caused this document to be executed by its undersigned officer/authorized agent who has hereunto set his hand and seal this 31st day of July, 2010.

**Bank of America, N.A.**

**By: Brandon Sciumbato**
**Title: SVP**

**[CORP SEAL]**

Jay C. Stephenson
Clerk of Superior Court, Cobb County, Ga.

Deed Book 14794 Pg 2705
Filed and Recorded Sep-01-2010 12:27pm
2010-0116625

Unofficial Witness

Unofficial Witness

State of California
County of Ventura

On 7/31/10 before me, Jennifer R. Gordon, personally appeared Brandon Sciumbato, who provided to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jennifer R. Gordon
Notary Public
My Commission Expires: 10/03/2010

[Seal]

JENNIFER R. GORDON
COMM. # 1697362
NOTARY PUBLIC-CALIFORNIA
VENTURA COUNTY
MY COMM. EXP. OCT. 3, 2010