BILL GARRETT, Davidson County
Trans:T20120014605 DEEDTRS
Recvd: 02/29/12 09:26 3 pgs
Fees:17.00 Taxes:0.00
20120229-0017398

Prepared by and Return to:
Rubin Lublin Suarez Serrano TN, PLLC
119 S. Main Street, Suite 500
Memphis, TN 38103
BAC-11-08110

| ADDRESSES NEW OWNER(S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP PARCEL NUMBER: |
|---|---|---|
| FEDERAL HOME LOAN MORTGAGE CORPORATION | FEDERAL HOME LOAN MORTGAGE CORPORATION | 095 110 148.00 |
| 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 June 25, 2003 and recorded August 18, 2004, at **Instrument Number 20040818-0099989**, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), **GARY A. DIETZ** ("Borrower"), conveyed to PRLAP, INC., 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 25, 2003, (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 PRLAP, INC., said appointment being set forth in **Instrument Number 20111107-0086824** 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 February 21, 2012, at 11:00 AM at the door of the Davidson County Courthouse, Nashville Tennessee, such advertisement appearing in said newspaper on January 26, 2012, February 2, 2012, February 9, 2012, 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 **Ninety-Eight Thousand Fifty-Nine and 91/100 ($98,059.91)** this being the highest, last and best bid; and

WHEREAS, BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA 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-Eight Thousand Fifty-Nine and 91/100 ($98,059.91)** 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 NO.6 ON THE PLAN OF MERRY OAKS, SECTION II OF RECORD IN PLAT BOOK 2133, PAGE 8, REGISTER`S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE COMPLETE AND ACCURATE LEGAL DESCRIPTION.

**Being the same property conveyed to GARY A. DIETZ, herein by Deed of record in Book 11612 Page 671, in the Register's Office for Davidson County, Tennessee.**

This property is now or was formerly known as 410 BLUE HILLS DR, NASHVILLE, TN 37214.

This entity is tax exempt.

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 FEB 24 2012, 20___.

Rubin Lublin Suarez Serrano TN LLC

P.R. Nix

Printed Name: Pamela R. Nix
Title: Member

STATE OF GEORGIA )
COUNTY OF GWINNETT )

Before me, Najur H. Bowser, of the state and county aforesaid, personally appeared, Pamela R. Nix, 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 FEB 24 2012, 20___.

Notary Public

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

My commission expires:

STATE OF GEORGIA )
COUNTY OF GWINNETT )

The actual consideration or value, whichever is greater, for this transfer is $98,059.91.

P.R. Nix

Affiant

Sworn to and subscribed
before me this ___ day of FEB 24 2012, 20___.

Notary Public

My commission expires:

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