BILL GARRETT, Davidson County
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Prepared & Recorded by:
RECONTRUST COMPANY, N.A.
4500 Amon Carter Blvd., TX2-979-02-10
Fort Worth, TX 76155

TS#:11-0018314

ADDRESSES NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO:	MAP PARCEL NUMBER
(NAME) **The Secretary of Veteran Affairs**	(NAME) **The Secretary of Veteran Affairs**	149-10-0-057.00
(STREET ADDRESS OR ROUTE NUMBER) **1700 Clairmont Rd**	(STREET ADDRESS) **1700 Clairmont Rd**	
(CITY) (STATE) (ZIP) **Decatur GA 30033**	(CITY) (STATE) (ZIP) **Decatur GA 30033**	

SUBSTITUTE TRUSTEE'S DEED

This instrument made and entered into on this, the January 13, 2012, by RECONTRUST COMPANY, N.A., substitute trustee ("Substitute Trustee").

WHEREAS, by that certain Deed of Trust dated October 15, 1998, recorded on October 21, 1998, as Instrument No. 0502387, in Deed Book 11164, at Page 732, Register's Office for Davidson, Tennessee (the "Deed of Trust"), CARLAVINO O EVANS A/K/A CARLAVINO O'NEAL EVANS AND KATHY EVANS A/K/A KATHY D. EVANS HUSBAND AND WIFE (collectively "Borrower"),conveyed to DALE S. MCKENZIE, 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 October 15, 1998, (the "Note"); 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, BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP, the Beneficiary under the Deed of Trust, demanded that the Property be advertised and sold in accordance with the terms of the Deed of Trust; and

WHEREAS, Notice of the Right to Foreclose ("Notice") was given in compliance with Tennessee law by the mailing a copy of the Notice to the parties at least sixty (60) days prior to the first publication of the Substitute Trustee's Sale.

WHEREAS, the undersigned, RECONTRUST COMPANY, N.A., was duly appointed as Substitute Trustee in the place and stead DALE S. MCKENZIE, said appointment being set forth on September 29, 2011, as Instrument No. 20110929-0075431 said Register's Office; and

WHEREAS, the Substitute Trustee caused the Notice of Substitute Trustee's Sale ("Notice of Sale") to be published as provided in the Deed of Trust and Note in the NASHVILLE LEDGER that the Property would be sold on November 14, 2011, at time 2:00 PM at the door of the Davidson County Courthouse, Tennessee, such advertisement appearing in said newspaper on October 21, 2011, October 28, 2011 and November 4, 2011, a copy of such Notice of Sale 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, Tennessee, and following such Notice of Sale the default was not cured; and

WHEREAS, the Substitute Trustee at the time, place and date specified in said Notice of Sale appeared and announced to to those assembled that the sale was postponed to January 13, 2012 at same time and place and notifications were made in accordance with T.C.A. 35-5-101(f). On January 13, 2012 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 BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP at the price of $114,569.00, this being the highest, last and best bid.

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 The Secretary of Veteran's Affairs.

Whereas the purchaser has complied with the terms of the sale by paying into the hands of the undersigned Sucessor Trustee the expenses of the sale with the balance being applied upon said indebtedness for which said property was sold.

NOW, THEREFORE, RECONTRUST COMPANY, N.A., Substitute Trustee, in consideration of the premises and the sum of $114,569.00, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto The Secretary of Veteran's Affairs ("Grantee"), its successors and assigns, all of my 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:

BEING LOT NO. 98, ON THE PLAN OF OAKWOOD SUBDIVISION, SECTION ONE, PHASE SIX, OF RECORD IN PLAT BOOK 7900, PAGE 419; AND AS CORRECTED IN BOOK 8705, PAGE 870,REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

Property Address: **5028 PEBBLE CREEK DRIVE, ANTIOCH TN 37013**

THIS ENTITY IS TAX EXEMPT

Borrower's source of title is that certain **Warranty Deed**, dated **08/13/1997**, given by **Arnold N. Olsen** to **Carlavino O'Neal Evans and wife, Kathy D. Evans** and recorded **8/15/1997** in **Book 10569 Page 708**, 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.

RECONTRUST COMPANY, N.A., as Substitute Trustee
By: _____ 3/7/12
Print Name: MJ Parvin
Title: AVP

STATE OF TEXAS)
COUNTY OF DALLAS)

On MAR - 7 2012, before me Alysia Anderson, personally appeared MJ Parvin, AVP, known to me (or proved to me on the oath of _____ or through PK) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

WITNESS MY HAND AND OFFICIAL SEAL

_____
Notary Public's Signature

ALYSIA ANDERSON
MY COMMISSION EXPIRES
June 17, 2014

STATE OF TEXAS)
COUNTY OF DALLAS)

The actual consideration or value, whichever is greater, for this transfer is $114,569.00.

_____ 3/7/12
Affiant

Sworn to and subscribed before me this 7th day of March, 2012.

_____
Notary Public

My commission expires:
6/17/14

ALYSIA ANDERSON
MY COMMISSION EXPIRES
June 17, 2014