BILL GARRETT, Davidson County
Trans:T20120038539 DEEDTRS
Recvd: 05/25/12 10:51 3 pgs
Fees:17.00 Taxes:0.00
20120525-0045426

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

TS#:09-0166736

ADDRESSES NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO:	MAP PARCEL NUMBER
The Secretary of HUD	The Secretary of HUD	04309016200
(NAME)	(NAME)	
c/o Michaelson, Conner & Boul	c/o Michaelson, Conner & Boul	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
4400 Will Rogers Pkwy, Ste 300	4400 Will Rogers Pkwy, Ste 300	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	
Oklahoma City OK 73108	Oklahoma City OK 73108	

SUBSTITUTE TRUSTEE'S DEED

This instrument made and entered into on this, the December 18, 2009, by RECONTRUST COMPANY, N.A., substitute trustee ("Substitute Trustee").

WHEREAS, by that certain Deed of Trust dated September 26, 2007, recorded on October 9, 2007, as Instrument No. 20071009-0120139, Register's Office for Davidson, Tennessee (the "Deed of Trust"), JOSE E. RIVAS AND WIFE BLANCA RUVIA CARABANTES, AKA BLANCA RUBIA CARABANTES (collectively "Borrower"),conveyed to SOUTHEAST TITLE, 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 26, 2007, (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 SOUTHEAST TITLE, said appointment being set forth on November 30, 2009, as Instrument No. 20091130-0108979 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 DAVIDSON AM that the Property would be sold on December 18, 2009, at time 2:00 PM at the door of the Davidson County Courthouse, Tennessee, such advertisement appearing in said newspaper on November 27, 2009, December 4, 2009 and December 11, 2009, 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 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 $120,143.76, 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 Housing and Urban Development.

NOW, THEREFORE, RECONTRUST COMPANY, N.A., Substitute Trustee, in consideration of the premises and the sum of $120,143.76, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto The Secretary of Housing and Urban Development ("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:

PROPERTY COMMONLY KNOWN AS 328 CUMBERLAND AVE, MADISON, TN 37115,

DAVIDSON COUNTY. LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 32 OF BLOCK "C" ON THE PLAN OF WOODLAWN ESTATES, OF RECORD IN BOOK 843, PAGE 82, REGISTER'S OFFICE FOR SAID COUNTY.

THIS ENTITY IS TAX EXEMPT

Borrower's source of title is that certain **Warranty Deed**, dated **12/20/2002**, given by **Billy Martin Phipps and Wife Betty Jean W. Phipps** to **Jose Rivas and Wife Blanca Ruvia Carabantes** and recorded **1/8/2003 Instrument # 20030108-0003375**, 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: M J Parvin 5/22/12
Print Name: M J Parvin
Title: AVP

STATE OF ____TEXAS_____)
COUNTY OF ___DALLAS_____)

On 5/22/12, before me Christopher Dwight Schrock, personally appeared M J Parvin, AVP, known to me (or proved to me on the oath of _____ or through _____) 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

CHRISTOPHER DWIGHT SCHROCK
Notary Public, State of Texas
My Commission Expires
August 05, 2015

STATE OF TEXAS)
COUNTY OF DALLAS)

The actual consideration or value, whichever is greater, for this transfer is $120,143.76.

5/22/12

Affiant

Sworn to and subscribed before me this 22nd day of May, 2012.

Notary Public

My commission expires:

AUG 0 5 2015

CHRISTOPHER DWIGHT SCHROCK
Notary Public, State of Texas
My Commission Expires
August 05, 2015