BILL GARRETT, Davidson County
Trans:T20120045871 DEEDTRS
Recvd: 06/21/12 10:26 3 pgs
Fees:18.00 Taxes:425.50
20120621-0054437

Prepared by and Return to:
Rubin Lublin TN, PLLC F/K/A Rubin Lublin Suarez Serrano TN, LLC
119 S. Main Street, Suite 500
Memphis, TN 38103
ALS-10-11657

| ADDRESSES NEW OWNER(S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP PARCEL NUMBER: |
|---|---|---|
| **Wells Fargo Bank, N.A., as Trustee of Residential Mortgage Trust 2008-R1** | **Wells Fargo Bank, N.A., as Trustee of Residential Mortgage Trust 2008-R1** | **151090A052.00** |
| **7880 Bent Branch Drive Suite 150 Irving, TX 75063** | **7880 Bent Branch Drive Suite 150 Irving, TX 75063** | |

# SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by that certain Deed of Trust dated October 17, 2002 and recorded October 30, 2002, at **Instrument Number 20021030-0133140**, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), **Phillip C. Cain a/k/a Phillip Cain and Wendi Cain** ("Borrower"), conveyed to Michael T. Bates, 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 October 17, 2002, (the "Note"), which obligation is presently held and owned by **Wells Fargo Bank, N.A., as Trustee of Residential Mortgage Trust 2008-R1**; 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 TN, PLLC F/K/A Rubin Lublin Suarez Serrano TN, LLC, was duly appointed as Substitute Trustee in the place and stead of Michael T. Bates, said appointment being set forth in **Instrument Number 20120402-0027697** 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 April 19, 2012, at 11:00 AM at the door of the Davidson County Courthouse, Nashville Tennessee, such advertisement appearing in said newspaper on March 29, 2012, April 5, 2012, April 12, 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 announced to those assembled that the April 19, 2012, sale was postponed to May 29, 2012, at the same time and place, and notifications were made in accordance with T.C.A. § 35-5-101(f), if required. On May 29, 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 Wells Fargo Bank, N.A., as Trustee of Residential Mortgage Trust 2008-R1 at the price of **One Hundred Fifteen Thousand and 00/100 ($115,000.00)** this being the highest, last and best bid.

NOW, THEREFORE, Rubin Lublin TN, PLLC F/K/A Rubin Lublin Suarez Serrano TN, LLC, Substitute Trustee as aforesaid, in consideration of the premises and the sum of **One Hundred Fifteen Thousand and 00/100 ($115,000.00)** to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto **Wells Fargo Bank, N.A., as Trustee of Residential Mortgage Trust 2008-R1** ("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:

BEING LOT NO. 52 ON THE FINAL PLAT OF LONG HUNTER CHASE, PHASE 1, SECTION II, AS OF RECORD IN PLAT BOOK 9700, PAGE 638, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH SAID PLAN REFERENCE IS HEREBY MADE FOR A MORE COMPLETE AND ACCURATE LEGAL DESCRIPTION THEREOF.

**Being the same property conveyed to Phillip Cain and Wendi Cain, herein by Deed of record in Instrument Number 20021030-0133139, in the Register's Office for Davidson County, Tennessee.**

This property is now or was formerly known as 6425 Paddington Way, Antioch, TN 37013.

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 JUN 14 2012, 20___.

Rubin Lublin TN, PLLC F/K/A Rubin Lublin Suarez Serrano TN, LLC

R. R. Nix

Printed Name: PAMELA R NIX

Title: Member

STATE OF GEORGIA )
COUNTY OF GWINNETT )

Before me, Jessica Cruell, of the state and county aforesaid, personally appeared, PAMELA R NIX, of Rubin Lublin TN, PLLC F/K/A 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 TN, PLLC F/K/A 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 JUN 14 2012, 20___.

Notary Public

JESSICA CRUELL NOTARY PUBLIC GWINNETT COUNTY GEORGIA EXPIRES April 28, 2016

My commission expires:

4/28/2016

STATE OF GEORGIA )
COUNTY OF GWINNETT )

The actual consideration or value, whichever is greater, for this transfer is $115,000.00.

R. R. Nix

Affiant

Sworn to and subscribed before me this ___ day of JUN 14 2012, 20___.

Notary Public

JESSICA CRUELL NOTARY PUBLIC GWINNETT COUNTY GEORGIA EXPIRES April 28, 2016

My commission expires:

4/28/2016