THIS INSTRUMENT
PREPARED BY AND RETURN TO:
Weissman Nowack Curry & Wilco, PC
Attn: Jonathan F. Young, Esq
One Alliance Center, 4th Floor
3500 Lenox Road, NE
Atlanta, GA 30326
(404) 926-4500
WNCW File: 015151-010104

BILL GARRETT, Davidson County
Trans:T20120050584 DEEDTRS
Recvd: 07/10/12 09:54 25 pgs
Fees:128.00 Taxes:196.96
20120710-0060429

# SUCCESSOR TRUSTEE'S DEED

| | |
|---|---|
| Name/ Address of New Owner: | U.S. BANK NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE FOR C-BASS MORTGAGE LOAN ASSET-BACKED NOTES, SERIES 2001-CB4<br>c/o PMOS, LLC, c/o Ocwen Loan Servicing, LLC<br>1661 Worthington Road<br>West Palm Beach, FL 33409 |
| Send Tax Bills To: | U.S. BANK NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE FOR C-BASS MORTGAGE LOAN ASSET-BACKED NOTES, SERIES 2001-CB4<br>c/o PMOS, LLC, c/o Ocwen Loan Servicing, LLC<br>1661 Worthington Road<br>West Palm Beach, FL 33409 |
| Property Address and Map-Parcel Numbers: | 4018 Hutson Avenue<br>Nashville, TN 37216<br>061 06 0 068.00 |

**WHEREAS**, by Deed of Trust dated given by James S. Lain in favor of MARY L. ARONOV, ESQUIRE, as Trustee for QUALITY MORTGAGE USA, INC., dated December 06, 1996, and recorded on December 26, 1996 at Book 10301, Page 350, Register's Office for Davidson County, Tennessee, the Borrower therein conveyed to the Trustee therein the hereinafter-described property for the purpose of securing the payment of the indebtedness and performance of the obligations therein set forth; and

**WHEREAS**, the holder of the debt secured appointed Weissman Nowack Curry & Wilco, PC as Successor Trustee by instrument recorded at Instrument Number 20111221-0099552, said Register's Office; and

**WHEREAS**, default was made in the terms and conditions of said Deed of Trust, and the beneficiary requested the undersigned to advertise and sell said property under the terms and provisions of said Deed of Trust; Notice of the Right to Foreclose was sent to the Borrower by letter dated November 22, 2011; and

**WHEREAS**, in the pursuance of said request of said beneficiary, the said property was advertised for sale by the undersigned, in conformity with the terms and provisions of said Deed of Trust, by which advertisement the sale was appointed to be held on June 05, 2012 at the county courthouse in Davidson County, Tennessee; and

**WHEREAS**, at the time and place mentioned in said advertisement as may have been modified pursuant to said advertisement, the undersigned offered said property for sale at public outcry to the highest and best bidder for cash (or credit upon the indebtedness secured if the holder of the secured indebtedness were the successful bidder) at which sale U.S. BANK NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE FOR C-BASS MORTGAGE LOAN ASSET-BACKED NOTES, SERIES 2001-CB4 ("Grantee") was the highest and best bidder and became the purchaser of said property at and for the sum of $53,231.41.

**NOW, THEREFORE**, in consideration of the premises, the undersigned, as Successor Trustee, does hereby grant, bargain, sell and convey to the said Grantee, in fee simple forever, the property above mentioned and now further described as being in the County of Davidson and State of Tennessee, to-wit ("Property"):

BEING THE NORTHERLY 66.66 FEET OF LOT NO. 218 ON THE PLAN OF MAPLEWOOD HEIGHTS SECOND SUBDIVISION, AS OF RECORD IN BOOK 547 PAGE 103 AND 104 REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID PART OF LOT NO. 218 FRONTS 66.66 FEET ON THE WESTERLY SIDE OF HUTSON AVE., AND RUNS BACK BETWEEN PARALLEL LINES 300 FEET TO A DEAD LINE IN THE REAR MEASURING 66.66 FEET THEREON.

BEING THE SAME PROPERTY CONVEYED TO JAMES S. LAIN BY DEED BEING RECORDED AT BOOK 10301, PAGE 347, AFORESAID RECORDS.

The Property is conveyed free from all legal, statutory and equitable rights of redemption, and all other rights or exemptions of every kind, all of which are expressly waived in the Deed of Trust.

Grantee hereunder accepts title to the Property and all improvements thereon in an AS IS WHERE IS condition, and without representation or warranty from Successor Trustee as to any matter whatsoever.

Said Property is conveyed subject to any unpaid taxes, mortgages, liens, encumbrances, easements, restrictions and other matters of record or otherwise that are prior in right to the lien of the said Deed of Trust.

Said Property is also conveyed subject to the rights of the United States to redeem the property as provided for in 26 U.S.C. Section 7425 (d)(1). See attachment also.

**IN WITNESS WHEREOF**, Successor Trustee has caused this instrument to be executed this 3rd day of July, 2012.

Weissman Nowack Curry & Wilco, PC, Successor Trustee

By: _____

Jonathan F. Young, Authorized Signatory

STATE OF GEORGIA)
COUNTY OF FULTON)

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, Jonathan F. Young, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and upon oath, acknowledged such person be an Authorized Signatory (or other officer authorized to execute the instrument) of Weissman Nowack Curry & Wilco, PC, the within named bargainor, a corporation, and that such Authorized Signatory or other officer in such capacity executed the foregoing instrument for the purpose therein contained by personally signing in the name of such corporation as its Authorized Signatory or other officer as indentified above.

WITNESS my hand and seal, at office this 3rd day of July, 2012.

_____

Notary Public

My commission expires: 7/14/15

PAIGE HENDERSON NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES JULY 14, 2015

STATE OF GEORGIA)

COUNTY OF FULTON)

The actual consideration or value of the property is $53,231.41.

_____

Affiant

Subscribed and sworn to before me this 3rd day of July, 2012.

_____

Notary Public

My commission expires: 7/14/15

PAIGE HENDERSON NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES JULY 14, 2015

Western Progressive, LLC
PO Box 9047
Temecula, CA 92589-9047




PRESORT
First-Class Mail
U.S. Postage and
Fees Paid
WSO

20120427-69

Internal Revenue Service
Attn: Technical Services Advisory Group Manager
801 Broadway
MDP 53
Nashville, TN 37203



Weissman Nowack Curry & Wilco, P.C.
ATTORNEYS AT LAW

Weissman Nowack Curry & Wilco, P.C.
3500 Lenox Road, 4th Floor
Atlanta, Georgia 30326
Telephone: 866) 357-8501
Fax: (866) 960-8298
www.wncwlaw.com

April 27, 2012

Via Certified Mail
Return Receipt Requested
and Via First Class U.S. Mail

Internal Revenue Service
Attn: Technical Services Advisory Group Manager
801 Broadway
MDP 53
Nashville, TN 37203

RE:

| | |
|---|---|
| Our File #: | 010104 |
| Original Borrower: | James S. Lain |
| Social Security #: | [redacted]-8125 |
| Property: | 4018 Hutson Avenue, Nashville, TN 37216<br>Davidson County, Tennessee |

Dear Sir or Madam:

Ocwen Loan Servicing, LLC has instituted foreclosure proceedings against the above referenced property. We believe the property is presently owned by James S. Lain. A copy of the legal description is contained in the attached Notice of Sale.

The Notice of Sale is being published three (3) times preceding the scheduled sale on June 05, 2012, as required by law. The sale will take place during the legal hours of sale on the steps of the Davidson County Courthouse for cash. The recording information for the Security Deed and subsequent assignments, if any, can be found in the attached Notice of Sale.

A search of the Davidson County Records indicates that Federal Tax Liens have been filed against certain parties in the total amounts as shown thereinafter. Information required by IRS Regulations is shown in the attached copy (ies) of said Notice(s) of Federal Tax Lien.

The Notice(s) of Federal Tax Lien(s) are more particularly described as follows:

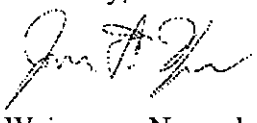
1. Federal tax lien in favor of The United States of America against by James S. Lain, dated August 24, 2000, entered of record on September 6, 2000, and recorded in Deed Instrument Number 20000906-0088223, aforesaid records in the amount of $15,101.87, together with penalties and interest thereon from date of filing.

The unpaid balance of the indebtedness against the referenced property is $39,904.71; interest through the date of sale is approximately $8,894.79. Publication costs should be approximately $700.00; and attorney's fees in an amount ranging from $500.00 to the maximum allowed by Tennessee law will be incurred.

We have not determined that the party(ies) named in the attached Notice(s) of Federal Tax Lien is/are the same as those named in the attached Notice of Sale.

If there any questions in this matter, or if the Internal Revenue Service required additional information, please feel free to contact this office.

Sincerely,



Weissman, Nowack, Curry & Wilco

Enclosures
File No.: 010104

Form 668 (Y) (c)
(Rev. October 1993)

1310

Department of the Treasury - Internal Revenue Service

# Notice of Federal Tax Lien

| District | Serial Number | For Optional Use by Recording Office |
|---|---|---|
| KENTUCKY-TENNESSEE | 820050920 | |

As provided by sections 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Davidson County LIENFIL
Recvd: 09/05/00 14:48 Page
Fees:10.00 Taxes:0.00
20000906-0088223

Name of Taxpayer JAMES S LAIN

Residence 4018 HUTSON AVE
NASHVILLE, TN 37216-1605

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

| Kind of Tax (a) | Tax Period Ended (b) | Identifying Number (c) | Date of Assessment (d) | Last Day for Refiling (e) | Unpaid Balance of Assessment (f) |
|---|---|---|---|---|---|
| 1040 | 12/31/1995 | [redacted]-8125 | 05/20/1996 | 06/19/2006 | 3576.50 |
| 1040 | 12/31/1996 | [redacted]-8125 | 06/02/1997 | 07/02/2007 | 3905.56 |
| 1040 | 12/31/1997 | [redacted]-8125 | 05/25/1998 | 06/24/2008 | 2015.38 |
| 1040 | 12/31/1998 | [redacted]-8125 | 09/20/1999 | 10/20/2009 | 3089.78 |
| 1040 | 12/31/1999 | [redacted]-8125 | 05/22/2000 | 06/21/2010 | 3170.98 |

Place of Filing
Register of Deeds
Davidson County
Nashville, TN 37201

Total $ 15191.37

This notice was prepared and signed at Nashville, TN, on this, the 24th day of August, 2000.

Signature for AGNES HITMAN

Title ACS 615-31-0068
(800) 829-3902

(NOTE: Certificate of officer authorized by law to take acknowledgments is not essential to the validity of Notice of Federal Tax Lien Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668 (Y) (c) (Rev. 10/93)

0259088

IDENTIF. # REFERENCE

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO: Agent by:

QUALITY MORTGAGE USA, INC.
ATTN: O.A.
16800 ASTON STREET
IRVINE, CA 92606

96 DEC 26 PM 3:42

DAVIDSON COUNTY, TN.

PAID 10301 0350

Application #: A.0022259Y
Loan No.: 5034053

SPACE ABOVE THIS LINE FOR RECORDING DATA

# DEED OF TRUST

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $ 60,500.00

THIS INSTRUMENT PREPARED BY: F. Waters and A. Coons
16800 ASTON ST., IRVINE, CA 92606

THIS DEED OF TRUST ("Security Instrument") is made on December 6, 1996

The trustor is JAMES S. LAIN, An Unmarried man

("Borrower")

The trustee is MARY L. ARONOV, ESQUIRE

a resident of Shelby County Tennessee ("Trustee")

The beneficiary is QUALITY MORTGAGE USA, INC., a California corporation

which is organized and existing under the laws of the state of CALIFORNIA, and whose address is 16800 ASTON STREET, IRVINE, CA 92606

("Lender")

Borrower owes Lender the principal sum of
Forty Five Thousand Five Hundred and NO/100ths
Dollars (U.S. $ 45,500.00). 1. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note") which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January 1, 2027. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in DAVIDSON County, Tennessee:

SEE EXHIBIT "C" ATTACHED HERETO AND MADE A PART HEREOF.

which has the address of
4018 ILTHON AVENUE, NASHVILLE, TN 37216
("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

This instrument constituting the security of the Borrower's interest in the foregoing described Property is a NA recorded herewith in Book NA Page NA, or under Instrument No. NA in the filing records Office of NA County, Tennessee.

payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 21 of this Security Instrument.

**40. Waiver of Marshalling and Certain Rights.** To the extent Borrower may lawfully do so, Borrower hereby expressly waives any right pertaining to the marshalling of assets or marshalling of liens, the equity of redemption, any statutory or common law right of redemption, homestead, dower, marital share, and all other exemptions, or other matter which might defeat, reduce or affect the right of Lender to sell the Property for the collection of the indebtedness secured by this Security Instrument or the right of the Lender to the payment of the same out of the proceeds of sale of the Property, in preference to every other person and claimant.

☒ If this box is checked, the following paragraph 41 is agreed to by Borrower:

**41. Owner-Occupancy of Security Property.** In order to induce Lender to make the loan secured by this Security Instrument, Borrower has represented to Lender that the Property will be occupied by Borrower within sixty (60) days following recordation of this Security Instrument and during the twelve (12) month period immediately following recordation of this Security Instrument as Borrower's primary residence. Borrower acknowledges (a) that Lender would not have agreed to make the loan evidenced by the Note or notes secured by this Security Instrument if the Property were not to be owner-occupied, and (b) that the interest rate set forth on the face of the Note and other terms of the loan were determined as a result of Borrower's representation that the Property would be owner-occupied. Borrower further acknowledges that, among other things (i) purchasers of loans (including agencies, associations and corporations created by the federal and state governments for the purchase of loans) typically require that properties securing loans acquired by such purchasers be owner-occupied, and will reject for purchase loans for which security properties are not owner occupied, (ii) Lender's ability to sell a loan or an interest in a loan (which it often does in the ordinary course of business) will thereby be impaired where a security property is not owner-occupied, (iii) the risks involved and the costs of holding and administering a loan are often higher in the case of a loan in which the security property is not owner-occupied, and (iv) if and when Lender makes a loan on the security of non-owner occupied property, Lender typically makes such a loan on terms different from those of loans secured by owner-occupied properties. Accordingly, in the event that (a) within sixty (60) days following recordation of this Security Instrument the Property is not occupied by Borrower as Borrower's primary residence, or (b) Borrower does not continuously live in the Property for at least twelve (12) months immediately following recordation of this Security Instrument, Lender may require all sums secured by this Security Instrument to be immediately due and payable. The rights of Lender hereunder shall be in addition to any rights of Lender under this Security Instrument or allowed by law.

**42. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

| | | |
|---|---|---|
| ☐ Planned Unit Development Rider | ☐ Condominium Rider | ☐ 1-4 Family Rider |
| ☐ Rider A | ☐ Rider B | ☒ Rider C Legal Description |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. Any Borrower who co-signs this Security Instrument but does not execute the Note and who is also the spouse of any other Borrower (each a "Co-signing Spouse") does hereby for the purpose of granting, bargaining, selling, conveying and confirming and does hereby grant, bargain, sell, convey and confirm unto the Trustee, its successors and assigns all rights, claims and interest of every kind, character and description whatsoever which any such Co-signing Spouse now has or hereafter may acquire in the Property by virtue of marriage, including but not limited to homestead and any interest in the aforedescribed real property as all or part of elective share of a surviving spouse as provided by the laws of the State of Tennessee, but such Co-signing Spouse does not join in the covenants and warranties of this Security Instrument.

Witnesses:

_____ _____ (SEAL)
Borrower

_____ _____ (SEAL)
Borrower

_____ _____ (SEAL)
Borrower

_____ _____ (SEAL)
Borrower

_____ _____ (SEAL)
Borrower

_____ _____ (SEAL)
Borrower

(Space Below This Line Reserved For Acknowledgment)

STATE OF TENNESSEE
COUNTY OF SHELBY

On this 6th day of December, 1996, before me personally appeared James S. Lain, to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described herein who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed. Notary Public: _____ My Commission Expires: _____

TENNESSEE
FIXED RATE PROGRAM



Borrower Initials: _____

# EXHIBIT C - LEGAL DESCRIPTION

BK 10301 PG 356

BEING THE NORTHERLY 66.66 FEET OF LOT NO. 218 ON THE PLAN OF MAPLEWOOD HEIGHTS SECOND SUBDIVISION, AS OF RECORD IN BOOK 547 PAGE 103 AND 104 REGISTER'S OFFICE FOR SAID COUNTY.

SAID PART OF LOT NO. 218 FRONT 66.66 FEET ON THE WESTERLY SIDE FO HUTSON AVE., AND RUNS BACK BETWEEN PARALLEL LINES 300 FEET TO A DEAD LINE IN THE REAR MEASURING 66.66 FEET THEREON.

BEING THE SAME PROPERTY CONVEYED TO JAMES S. LAIN BY DEED BEING RECORDED SIMULTANEOUSLY HEREWITH.

355.2

NOTICE OF FORECLOSURE SALE

DAVIDSON COUNTY, STATE OF TENNESSEE

**THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

Default has been made in the terms, conditions and payments provided for in that certain Deed of Trust dated December 06, 1996, of record in Deed Book / Page Number 10301 / 350, Register's Office for Davidson County, Tennessee, from James S. Lain (Borrower) to MARY L. ARONOV, ESQUIRE (Trustee) for the benefit of QUALITY MORTGAGE USA, INC. (Lender), securing the Note/indebtedness therein described, the entire Note/indebtedness having been declared in default and immediately due and payable by the lawful owner and holder thereof.

U.S. BANK NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE UNDER THE INDENTURE, DATED AS OF DECEMBER 14, 2001 BETWEEN SALOMON MORTGAGE LOAN TRUST 2001-CB4 AND U.S. BANK NATIONAL ASSOCIATION, C-BASS MORTGAGE LOAN ASSET-BACKED NOTES. (Holder), now being the present owner/holder of said indebtedness, has now requested that foreclosure proceedings be instituted, and said Holder has appointed the firm listed below as Successor Trustee under said Deed of Trust, by an instrument duly recorded in the aforesaid records, to serve in the place and stead of the aforementioned Trustee. Notice of the Right to Foreclose was sent to the Borrower by letter dated November 22, 2011.

NOW, THEREFORE, said Successor Trustee, or agent thereof, pursuant to said Deed of Trust, having been requested by the Holder so to do, and by virtue of the authority and power vested in said Successor Trustee by said Deed of Trust, will on June 05, 2012 at 1:00 p.m., at the usual and customary location at the Davidson County, Tennessee, Courthouse, sell at public outcry to the highest bidder for cash (or credit upon the indebtedness secured if the lawful owner and holder thereof is the successful purchaser), the following-described property:

BEING THE NORTHERLY 66.66 FEET OF LOT NO. 218 ON THE PLAN OF MAPLEWOOD HEIGHTS SECOND SUBDIVISION, AS OF RECORD IN BOOK 547 PAGE 103 AND 104 REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID PART OF LOT NO. 218 FRONTS 66.66 FEET ON THE WESTERLY SIDE OF HUTSON AVE., AND RUNS BACK BETWEEN PARALLEL LINES 300 FEET TO A DEAD LINE IN THE REAR MEASURING 66.66 FEET THEREON.

BEING THE SAME PROPERTY CONVEYED TO JAMES S. LAIN BY DEED BEING RECORDED AT BOOK 10301, PAGE 347, AFORESAID RECORDS.

For informational purposes only, this property is commonly known as 4018 Hutson Avenue. Nashville, TN 37216, Parcel ID 061 06 0 068.00.

The property shall be free from all right and equity of redemption, statutory or otherwise, homestead, dower, curtesy, elective share, and all other exemptions that are expressly waived in said Deed of Trust, and the title is believed to be good, but the Successor Trustee will sell and convey only as Successor Trustee, "as is" and "where is" and without covenants of seizin or warranties of title.



This property is encumbered by 2 liens or claims of lien filed by the United States Internal Revenue Service in the Register's Office of Davidson County, Tennessee, as, Instrument Number 20000906-0088223, and 20040604-0066447 Notice of this Successor Trustee's Sale has been given to the Internal Revenue Service as provided for in 26 U.S.C.A. Section 7425(b). Sale of this property is subject to the redemption rights held by the United States Internal Revenue Service, as set out in 26 U.S.C.A. Section 7425(d)(1).

Listing of Subordinate Lien holders:

First deposit National Bank
C/O Buffaloe & Sharp, Attorneys
201 Fourth Avenue North, Suite 1300
Nashville, TN 37219

UNIFUND
C/O John M. Richardson, Jr.
P.O. Box 808
Clarksville, TN 37041

Asset Management
C/O Gary L. Sadler
P.O. Box 571
Hermitage, TN 37076

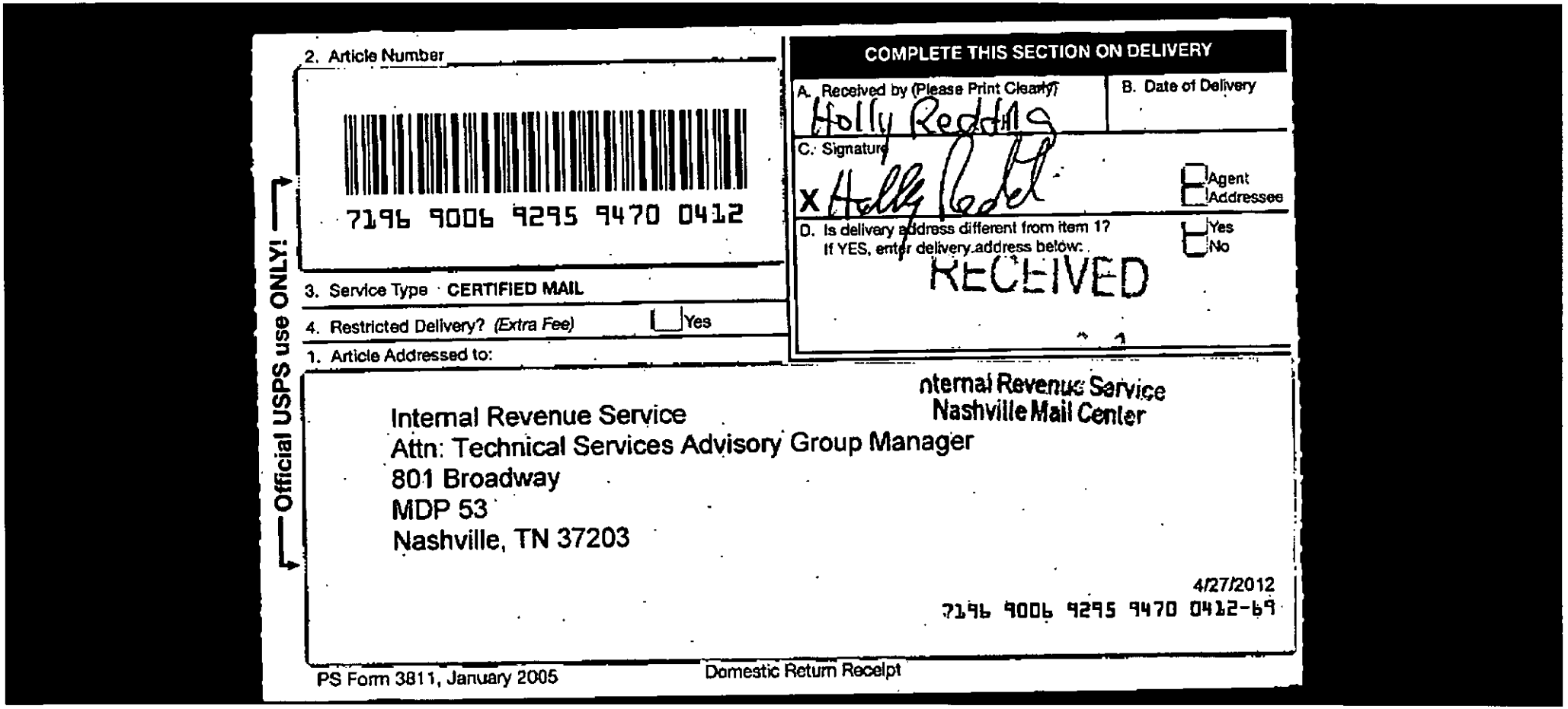
Asset Management
C/O Gary L. Sadler
P.O. Box 571
Hermitage, TN 37076

Listing of Other Interested Parties: N/A

This sale is subject to liens; easements; encumbrances; property taxes; rights of redemption of taxing entities; all matters shown on any recorded plan(s) or plat(s); any unpaid taxes; any restrictive covenants, easements or setback lines that may be applicable; any statutory rights of redemption of any governmental agency, state or federal; any prior liens or encumbrances as well as any priority created by a fixture filing; any matter that an accurate survey of the premises might disclose; and other matters which are prior in right to the lien of the aforesaid Deed of Trust.

If a high bidder fails to close a sale, the Successor Trustee shall have the option of making the sale to the next highest bidder. The sale held pursuant to this Notice may be rescinded at the Successor Trustee's option at any time. The right is reserved to adjourn the sale to another day, time and/or place certain without further publication, upon announcement at the time and place for the sale set forth above, or at any date and time fixed by a preceding postponement. Alternatively, at its option, Successor Trustee may give a new notice of sale.

Weissman Nowack Curry & Wilco, PC
One Alliance Center, 4th Floor
3500 Lenox Road
Atlanta, GA 30326
(866) 960-8298
File#: 010104



2. Article Number

7196 9006 9295 9470 0412

3. Service Type CERTIFIED MAIL

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

1. Article Addressed to:

Official USPS use ONLY!

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) Holly Reddig

B. Date of Delivery

C. Signature

x Holly Reddig

☐ Agent ☐ Addressee

D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

RECEIVED

nternal Revenue Service
Nashville Mail Center

Internal Revenue Service
Attn: Technical Services Advisory Group Manager
801 Broadway
MDP 53
Nashville, TN 37203

4/27/2012
7196 9006 9295 9470 0412-69

PS Form 3811, January 2005 Domestic Return Receipt

UNITED STATES POSTAL SERVICE

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

Western Progressive, LLC
PO Box 9047
Temecula, CA 92589-9047

Western Progressive, LLC
PO Box 9047
Temecula, CA 92589-9047




PRESORT
First-Class Mail
U.S. Postage and
Fees Paid
WSO

20120427-69

Internal Revenue Service
Attn: Technical Services Advisory Group Manager
801 Broadway
MDP 53
Nashville, TN 37203



Weissman Nowack Curry & Wilco, P.C.
ATTORNEYS AT LAW

Weissman Nowack Curry & Wilco, P.C.
3500 Lenox Road, 4th Floor
Atlanta, Georgia 30326
Telephone: 866) 357-8501
Fax: (866) 960-8298
www.wncwlaw.com

April 27, 2012

Via Certified Mail
Return Receipt Requested
and Via First Class U.S. Mail

Internal Revenue Service
Attn: Technical Services Advisory Group Manager
801 Broadway
MDP 53
Nashville, TN 37203

RE:

| | |
|---|---|
| Our File #: | 010104 |
| Original Borrower: | James S. Lain |
| Social Security #: | [redacted]-8125 |
| Property: | 4018 Hutson Avenue, Nashville, TN 37216<br>Davidson County, Tennessee |

Dear Sir or Madam:

Ocwen Loan Servicing, LLC has instituted foreclosure proceedings against the above referenced property. We believe the property is presently owned by James S. Lain. A copy of the legal description is contained in the attached Notice of Sale.

The Notice of Sale is being published three (3) times preceding the scheduled sale on June 05, 2012, as required by law. The sale will take place during the legal hours of sale on the steps of the Davidson County Courthouse for cash. The recording information for the Security Deed and subsequent assignments, if any, can be found in the attached Notice of Sale.

A search of the Davidson County Records indicates that Federal Tax Liens have been filed against certain parties in the total amounts as shown thereinafter. Information required by IRS Regulations is shown in the attached copy(ies) of said Notice(s) of Federal Tax Lien.



The Notice(s) of Federal Tax Lien(s) are more particularly described as follows:

1. Federal tax lien in favor of The United States of America against by James S. Lain, dated May 25, 2004, entered of record on June 04, 2004, and recorded in Deed Instrument Number 20040604-0066447, aforesaid records in the amount of $12,135.38, together with penalties and interest thereon from date of filing.

The unpaid balance of the indebtedness against the referenced property is $39,904.71; interest through the date of sale is approximately $8,894.79. Publication costs should be approximately $700.00; and attorney's fees in an amount ranging from $500.00 to the maximum allowed by Tennessee law will be incurred.

We have not determined that the party(ies) named in the attached Notice(s) of Federal Tax Lien is/are the same as those named in the attached Notice of Sale.

If there any questions in this matter, or if the Internal Revenue Service required additional information, please feel free to contact this office.

Sincerely,

Weissman, Nowack, Curry & Wilco

Enclosures
File No.: 010104

Form 668 (Y)(c)
(Rev. February 2004)

1308

Department of the Treasury - Internal Revenue Service

# Notice of Federal Tax Lien

Area:
SMALL BUSINESS/SELF EMPLOYED AREA #9
Lien Unit Phone: (800) 829-3903

Serial Number
174287104

For Optional Use by Recording Office

**As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.**

Name of Taxpayer JAMES S LAIN

Residence 4018 HUTSON AVE
NASHVILLE, TN 37216-1603

Davidson County LIENFTL
Recvd: 06/04/04 10:46 1 pgs
Fees:12.00 Taxes:0.00
20040604-0066447

**IMPORTANT RELEASE INFORMATION:** For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

| Kind of Tax (a) | Tax Period Ending (b) | Identifying Number (c) | Date of Assessment (d) | Last Day for Refiling (e) | Unpaid Balance of Assessment (f) |
|---|---|---|---|---|---|
| 1040 | 12/31/2000 | [redacted]-8125 | 03/03/2003 | 04/02/2013 | 5253.76 |
| 1040 | 12/31/2001 | [redacted]-8125 | 03/03/2003 | 04/02/2013 | 5104.96 |
| 1040 | 12/31/2002 | [redacted]-8125 | 06/09/2003 | 07/09/2013 | 1776.66 |

Place of Filing
Register of Deeds
Davidson County
Nashville, TN 37201

Total $ 12135.38

This notice was prepared and signed at NASHVILLE, TN on this,

the 25th day of May 2004.

Signature
for GRACE METRO

Title
ACS
(800) 829-3903

28-00-0008

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien
Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 2-2004)
CAT. NO 60025X

0259088

IDENTIF. # REFERENCE

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO: Prepared by:

QUALITY MORTGAGE USA, INC.
ATTN: C.A.
16600 ASTON STREET
IRVINE, CA 92606

96 DEC 26 PM 3:42

DAVIDSON COUNTY, TN.

BOOK 10301 PG 350

Application #: A.LAI12899
Loan No.: 5034083

SPACE ABOVE THIS LINE FOR RECORDING DATA

# DEED OF TRUST

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $ 45,500.00

THIS INSTRUMENT PREPARED BY: F. Waters and A. Cosme
16800 ASTON ST., IRVINE, CA 92606

THIS DEED OF TRUST ("Security Instrument") is made on December 6, 1996

The trustor is JAMES S. LAIN, An Unmarried man ("Borrower").

The trustee is MARY D. ARONOV, ESQUIRE a resident of Shelby County, Tennessee ("Trustee").

The beneficiary is QUALITY MORTGAGE USA, INC., a California corporation ("Lender").

which is organized and existing under the laws of the state of CALIFORNIA, and whose address is 16600 ASTON STREET, IRVINE, CA 92606

Borrower owes Lender the principal sum of Forty Five Thousand Five Hundred and NO/100ths Dollars (U.S. $ 45,500.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January 1, 2027. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in DAVIDSON County, Tennessee:

SEE EXHIBIT "C" ATTACHED HERETO AND MADE A PART HEREOF.

which has the address of 4018 HUDSON AVENUE, NASHVILLE, TN 37216 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

The instrument constituting the source of the Borrower's interest in the foregoing described Property is a NA recorded either at Book NA, Page NA, or under Instrument No. NA, in the Register's Office of NA County, Tennessee.

payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 21 of this Security Instrument.

**40. Waiver of Marshalling and Certain Rights.** To the extent Borrower may lawfully do so, Borrower hereby expressly waives any right pertaining to the marshaling of assets or marshaling of liens, the equity of redemption, any statutory or common law right of redemption, homestead, dower, marital share, and all other exemptions, or other rights which might defeat, reduce or affect the rights of Lender to sell the Property for the collection of the indebtedness secured by this Security Instrument, or the right of the Lender to the payment of the same out of the proceeds of sale of the Property, in preference to every other person and claimant.

☒ If this box is checked, the following paragraph 41 is agreed to by Borrower:

**41. Owner-Occupancy of Security Property.** In order to induce Lender to make the loan secured by this Security Instrument, Borrower has represented to Lender that the Property will be occupied by Borrower within sixty (60) days following recordation of this Security Instrument and during the twelve (12) month period immediately following recordation of this Security Instrument as Borrower's primary residence. Borrower acknowledges (a) that Lender would not have agreed to make the loan evidenced by the Note or loans secured by this Security Instrument if the Property were not to be owner-occupied, and (b) that the interest rate set forth on the face of the Note and other terms of the loan were determined as a result of Borrower's representation that the Property would be owner-occupied. Borrower further acknowledges that, among other things (i) purchasers of loans (including agencies, associations and corporations created by the federal and state governments for the purchase of loans) typically require that properties securing loans acquired by such purchasers be owner-occupied, and will reject for purchase loans for which security properties are not owner-occupied, (ii) Lender's ability to sell a loan or an interest in a loan (which it often does in the ordinary course of business) will thereby be impaired where a security property is not owner-occupied, (iii) the risks involved and the costs of holding and administering a loan are often higher in the case of a loan in which the security property is not owner-occupied, and (iv) if and when Lender makes a loan on the security of non-owner occupied property, Lender typically makes such a loan on terms different from those of loans secured by owner-occupied properties. Accordingly, in the event that (a) within sixty (60) days following recordation of this Security Instrument the Property is not occupied by Borrower as Borrower's primary residence, or (b) Borrower does not continuously live in the Property for at least twelve (12) months immediately following recordation of this Security Instrument, Lender may declare all sums secured by this Security Instrument to be immediately due and payable. The rights of Lender hereunder shall be in addition to any rights of Lender under this Security Instrument or allowed by law.

**42. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

(Check applicable box(es))

| | | |
|---|---|---|
| ☐ Planned Unit Development Rider | ☐ Condominium Rider | ☐ 1-4 Family Rider |
| ☐ Rider A | ☐ Rider B | ☒ Rider C Legal Description |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. Any Borrower who co-signs this Security Instrument but does not execute the Note and who is also the spouse of any other Borrower (each a "Co-signing Spouse") joins herein for the purpose of granting, bargaining, selling, conveying and confirming and does hereby grant, bargain, sell, convey and confirm unto the Trustee, its successors and assigns, all rights, claims and interest of every kind, character and description whatsoever which any such Co-signing Spouse now has or hereafter may acquire in the Property by virtue of marriage, including but not limited to homestead and any interest in the aforedescribed real property as all or part of elective share of a surviving spouse as provided by the laws of the State of Tennessee, but such Co-signing Spouse does not join in the covenants and warranties of this Security Instrument.

Witnesses:

_____ _____ (SEAL)
JAMES S. LUNN DATE Borrower

_____ _____ (SEAL)
Borrower

_____ _____ (SEAL)
Borrower

_____ _____ (SEAL)
Borrower

_____ _____ (SEAL)
Borrower

_____ _____ (SEAL)
Borrower

_____ (Space Below This Line Reserved For Acknowledgment) _____

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

On this 6th day of December, 1996, before me personally appeared James S. Lunn, to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed. Notary Public: _____ My Commission Expires: _____

TENNESSEE
FIXED RATE PROGRAM



Borrower Initials _____

# EXHIBIT C - LEGAL DESCRIPTION

DB10011c356

BEING THE NORTHERLY 66.66 FEET OF LOT NO. 218 ON THE PLAN OF MAPLEWOOD HEIGHTS SECOND SUBDIVISION, AS OF RECORD IN BOOK 547 PAGE 193 AND 194 REGISTER'S OFFICE FOR SAID COUNTY.

SAID PART OF LOT NO. 218 FRONT 66.66 FEET ON THE WESTERLY SIDE FO HUTSON AVE., AND RUNS BACK BETWEEN PARALLEL LINES 300 FEET TO A DEAD LINE IN THE REAR MEASURING 66.66 FEET THEREON.

BEING THE SAME PROPERTY CONVEYED TO JAMES S. LAIN BY DEED BEING RECORDED SIMULTANEOUSLY HEREWITH.

NOTICE OF FORECLOSURE SALE

DAVIDSON COUNTY, STATE OF TENNESSEE

**THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

Default has been made in the terms, conditions and payments provided for in that certain Deed of Trust dated December 06, 1996, of record in Deed Book / Page Number 10301 / 350, Register's Office for Davidson County, Tennessee, from James S. Lain (Borrower) to MARY L. ARONOV, ESQUIRE (Trustee) for the benefit of QUALITY MORTGAGE USA, INC. (Lender), securing the Note/indebtedness therein described, the entire Note/indebtedness having been declared in default and immediately due and payable by the lawful owner and holder thereof.

U.S. BANK NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE UNDER THE INDENTURE, DATED AS OF DECEMBER 14, 2001 BETWEEN SALOMON MORTGAGE LOAN TRUST 2001-CB4 AND U.S. BANK NATIONAL ASSOCIATION, C-BASS MORTGAGE LOAN ASSET-BACKED NOTES. (Holder), now being the present owner/holder of said indebtedness, has now requested that foreclosure proceedings be instituted, and said Holder has appointed the firm listed below as Successor Trustee under said Deed of Trust, by an instrument duly recorded in the aforesaid records, to serve in the place and stead of the aforementioned Trustee. Notice of the Right to Foreclose was sent to the Borrower by letter dated November 22, 2011.

NOW, THEREFORE, said Successor Trustee, or agent thereof, pursuant to said Deed of Trust, having been requested by the Holder so to do, and by virtue of the authority and power vested in said Successor Trustee by said Deed of Trust, will on June 05, 2012 at 1:00 p.m., at the usual and customary location at the Davidson County, Tennessee, Courthouse, sell at public outcry to the highest bidder for cash (or credit upon the indebtedness secured if the lawful owner and holder thereof is the successful purchaser), the following-described property:

BEING THE NORTHERLY 66.66 FEET OF LOT NO. 218 ON THE PLAN OF MAPLEWOOD HEIGHTS SECOND SUBDIVISION, AS OF RECORD IN BOOK 547 PAGE 103 AND 104 REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID PART OF LOT NO. 218 FRONTS 66.66 FEET ON THE WESTERLY SIDE OF HUTSON AVE., AND RUNS BACK BETWEEN PARALLEL LINES 300 FEET TO A DEAD LINE IN THE REAR MEASURING 66.66 FEET THEREON.

BEING THE SAME PROPERTY CONVEYED TO JAMES S. LAIN BY DEED BEING RECORDED AT BOOK 10301, PAGE 347, AFORESAID RECORDS.

For informational purposes only, this property is commonly known as 4018 Hutson Avenue, Nashville, TN 37216, Parcel ID 061 06 0 068.00.

The property shall be free from all right and equity of redemption, statutory or otherwise, homestead, dower, curtesy, elective share, and all other exemptions that are expressly waived in said Deed of Trust, and the title is believed to be good, but the Successor Trustee will sell and convey only as Successor Trustee, "as is" and "where is" and without covenants of seizin or warranties of title.



This property is encumbered by 2 liens or claims of lien filed by the United States Internal Revenue Service in the Register's Office of Davidson County, Tennessee, as, Instrument Number 20000906-0088223, and 20040604-0066447 Notice of this Successor Trustee's Sale has been given to the Internal Revenue Service as provided for in 26 U.S.C.A. Section 7425(b). Sale of this property is subject to the redemption rights held by the United States Internal Revenue Service, as set out in 26 U.S.C.A. Section 7425(d)(1).

Listing of Subordinate Lien holders:

First deposit National Bank
C/O Buffaloe & Sharp, Attorneys
201 Fourth Avenue North, Suite 1300
Nashville, TN 37219

UNIFUND
C/O John M. Richardson, Jr.
P.O. Box 808
Clarksville, TN 37041

Asset Management
C/O Gary L. Sadler
P.O. Box 571
Hermitage, TN 37076

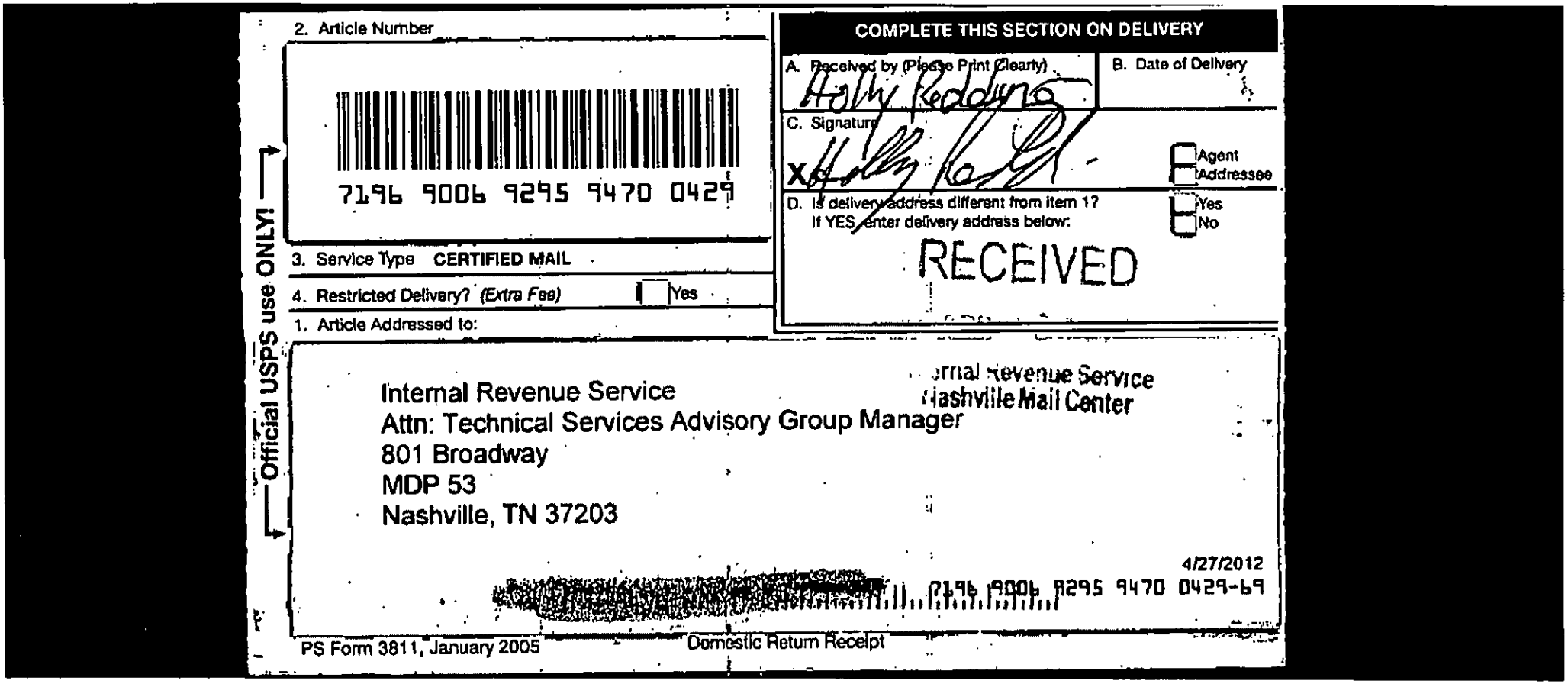
Asset Management
C/O Gary L. Sadler
P.O. Box 571
Hermitage, TN 37076

Listing of Other Interested Parties: N/A

This sale is subject to liens; easements; encumbrances; property taxes; rights of redemption of taxing entities; all matters shown on any recorded plan(s) or plat(s); any unpaid taxes; any restrictive covenants, easements or setback lines that may be applicable; any statutory rights of redemption of any governmental agency, state or federal; any prior liens or encumbrances as well as any priority created by a fixture filing; any matter that an accurate survey of the premises might disclose; and other matters which are prior in right to the lien of the aforesaid Deed of Trust.

If a high bidder fails to close a sale, the Successor Trustee shall have the option of making the sale to the next highest bidder. The sale held pursuant to this Notice may be rescinded at the Successor Trustee's option at any time. The right is reserved to adjourn the sale to another day, time and/or place certain without further publication, upon announcement at the time and place for the sale set forth above, or at any date and time fixed by a preceding postponement. Alternatively, at its option, Successor Trustee may give a new notice of sale.

Weissman Nowack Curry & Wilco, PC
One Alliance Center, 4th Floor
3500 Lenox Road
Atlanta, GA 30326
(866) 960-8298
File#: 010104



2. Article Number

7196 9006 9295 9470 0429

3. Service Type CERTIFIED MAIL

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

Internal Revenue Service
Attn: Technical Services Advisory Group Manager
801 Broadway
MDP 53
Nashville, TN 37203

Official USPS use ONLY

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) Holly Redding

B. Date of Delivery

C. Signature X

☐ Agent ☐ Addressee

D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

RECEIVED

Internal Revenue Service
Nashville Mail Center

4/27/2012

7196 9006 9295 9470 0429-69

PS Form 3811, January 2005 Domestic Return Receipt

UNITED STATES POSTAL SERVICE

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

**Western Progressive, LLC**
**PO Box 9047**
**Temecula, CA 92589-9047**