167

BILL GARRETT, Davidson County
Trans:T20120071343 DEEDTRS
Recvd: 09/21/12 12:30 3 pgs
Fees:17.00 Taxes:0.00

20120921-0086057

Prepared and Recorded by:
RECONTRUST COMPANY, N.A.
2380 Performance Dr, TX2-984-0407
Richardson, TX 75082

TS#:09 -0141224

ADDRESSES NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO:	MAP PARCEL NUMBER
The Secretary of HUD	The Secretary of HUD	149080200.00
(NAME)	(NAME)	
c/o Michaelson, Conner, and Boul	c/o Michaelson, Conner, and Boul	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
4400 Will Rogers Parkway, Ste 300	4400 Will Rogers Parkway, Ste 300	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	
Oklahoma City OK 73108	Oklahoma City OK 73108	

CORRECTIVE SUBSTITUTE TRUSTEE'S DEED
THIS CORRECTION SUBSTITUTE TRUSTEE'S DEED IS GIVEN IN LIEU OF THE SUBSTITUTE TRUSTEE'S DEED THAT RECORDED ON 05/08/2012 AS INSTRUMENT # 20120508 0039706. THE SUBSTITUTE TRUSTEE'S DEED IS BEING RE-RECORDED TO CORRECT LEGAL DESCRIPTION.

This instrument made and entered into on this, the July 8, 2010, by RECONTRUST COMPANY, N.A., substitute trustee ("Substitute Trustee").

WHEREAS, by that certain Deed of Trust dated November 16, 2007, recorded on November 27, 2007, as Instrument No. 20071127-0137839, Register's Office for Davidson, Tennessee (the "Deed of Trust"), JAMALACHI J GARNETT, UNMARRIED (collectively "Borrower"),conveyed to GREG A ZISKIND, 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 November 16, 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, the undersigned, RECONTRUST COMPANY, N.A., was duly appointed as Substitute Trustee in the place and stead GREG A ZISKIND, said appointment being set forth on October 30, 2009, as Instrument No. 20091030-0100427 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 July 8, 2010, at time 2:00 PM at the door of the Davidson County Courthouse, Tennessee, such advertisement appearing in said newspaper on June 18, 2010, June 25, 2010 and July 2, 2010, 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 $88,685.65, 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 the Department of Housing and Urban Development, its successors and assigns.

NOW, THEREFORE, RECONTRUST COMPANY, N.A., Substitute Trustee, in consideration of the premises and the sum of $88,685.65, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto The Secretary of the Department of 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:

Land in Davidson County, Tennessee, being Lot No. 29A on the Plan of Edge-O-Lakes, Section 21, Zone Lot Division Nos 10-16 & 18-43 of record in Plat Book 5200, Page 577, Amended in Plat Book 6250, Page 111, revised in Plat Book 6900, Page 256, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Being the same property conveyed to JaMalachi J. Garnett, unmarried by deed from 617 Allison Court Land Trust, dated November 16, 2007 and being simultaneously recorded herewith in Instrument No. 20071127-0137838, Register's Office for Davidson County, Tennessee.

Property Address: **617 ALISON COURT, NASHVILLE TN 37217**

THIS ENTITY IS TAX EXEMPT

Borrower's source of title is that certain **Warranty Deed**, dated **11/16/2007**, given by **617 Allison Court Land Trust** to **Jamalachi J. Garnett, unmarried** and recorded **11/27/2007 Instrument # 20071127-0137838**, 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: _____ 9/20/12
Print Name: M J Parvin
Title: AVP

STATE OF TEXAS)
COUNTY OF DALLAS)

Before me, Melissa Erin Idzi of the state and county aforesaid, personally appeared M J Parvin of RECONTRUST COMPANY, N.A., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself/himself to be AVP of RECONTRUST COMPANY, N.A., a corporation, and that s/he as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by herself/himself as such officer.

WITNESS my hand and seal at office in DALLAS, TX this 20TH day of September, 2012.

09/20/12
Notary Public

My commission expires:
11/21/2012

MELISSA ERIN IDZI
Notary Public, State of Texas
My Commission Expires
November 21, 2012

STATE OF TEXAS)
COUNTY OF DALLAS)

The actual consideration or value, whichever is greater, for this transfer is $88,685.65.

9/20/12
Affiant

Sworn to and subscribed before me this 20TH day of September, 2012.

09/20/12
Notary Public

My commission expires:
11/21/2012

MELISSA ERIN IDZI
Notary Public, State of Texas
My Commission Expires
November 21, 2012