BILL GARRETT, Davidson County
Trans:T20120072559 DEEDTRS
Recvd: 09/26/12 11:02 3 pgs
Fees:17.00 Taxes:0.00

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

TS#:12-0034217

| ADDRESSES NEW OWNER(S) AS FOLLOWS | SEND TAX BILLS TO: | MAP PARCEL NUMBER |
|---|---|---|
| The Secretary of HUD | The Secretary of HUD | 069-07-0-042.00 |
| (NAME) | (NAME) | |
| c/o Michaelson, Conner, and Boul | c/o Michaelson, Conner, and Boul | |
| (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | |
| 4400 Will Rogers 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 July 23, 2012, by RECONTRUST COMPANY, N.A., substitute trustee ("Substitute Trustee").

WHEREAS, by that certain Deed of Trust dated January 23, 2009, recorded on January 30, 2009, as Instrument No. 20090130-0008253, Register's Office for Davidson, Tennessee (the "Deed of Trust"), TAMMY KINCHERLOW (collectively "Borrower"),conveyed to PINNACLE TITLE & ESCOW, LLC, 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 January 23, 2009, (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 PINNACLE TITLE & ESCOW, LLC, said appointment being set forth on May 22, 2012, as Instrument No. 20120522-0044211 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 CITY PAPER that the Property would be sold on July 23, 2012, at time 2:00 PM at the door of the Davidson County Courthouse, Tennessee, such advertisement appearing in said newspaper on July 2, 2012, July 9, 2012 and July 16, 2012, 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 $146,622.11, 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 $146,622.11, 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:

LOT NO.6 ON THE PLAN OF CLINTONDALE, AS OF RECORD IN BOOK 2330, PAGE 120, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOT NO.6 FRONTS 107.4 FEET ON THE SOUTHEASTERLY SIDE OF JORDAN DRIVE AND EXTENDS BACK 347.8 FEET ON THE NORTHEASTERLY LINE AND 377.8 FEET ON SOUTHWESTERLY LINE TO A DEAD LINE, WHICH IS A BROKEN LINE AND MEASURES 177.4 FEET THEREON.

Property Address: **2020 JORDAN DRIVE, NASHVILLE TN 37218**

**THIS ENTITY IS TAX EXEMPT**

PARCEL # 069-07-0-042.00

Borrower's source of title is that certain **Warranty Deed**, dated **01/23/2009**, given by **Cornerstone Investments, Inc.** to **Tammy Kincherlow, unmarried** and recorded **1/30/2009 Instrument # 20090130-0008252**, 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: Carolyn Holleman 8/9/12
Print Name: Carolyn Holleman
Title: AVP

STATE OF TEXAS )
COUNTY OF TARRANT )

On AUG 09 2012, before me Rosemarie S. Martinez, personally appeared Carolyn Holleman, 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

Rosemarie Martinez
Notary Public's Signature

ROSEMARIE S. MARTINEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 02-21-16

STATE OF TEXAS )
COUNTY OF TARRANT )

The actual consideration or value, whichever is greater, for this transfer is $146,622.11.

Carolyn Holleman 8/9/12
Affiant Carolyn Holleman

Sworn to and subscribed before me this 9TH day of August, 2012.

Rosemarie Martinez
Notary Public

My commission expires:

FEB 21, 2016

ROSEMARIE S. MARTINEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 02-21-16