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

TS#:11-0124814

ADDRESSES NEW OWNER(S) AS FOLLOWS			SEND TAX BILLS TO:			MAP PARCEL NUMBER
(NAME)			(NAME)			150 06 0 244.00
The Secretary of Veteran's Affairs			The Secretary of Veteran's Affairs			
(STREET ADDRESS OR ROUTE NUMBER)			(STREET ADDRESS)			
1700 CLAIRMONT RD			1700 CLAIRMONT RD			
(CITY)	(STATE)	(ZIP)	(CITY)	(STATE)	(ZIP)	
DECATUR	GA	30033	DECATUR	GA	30033	

SUBSTITUTE TRUSTEE'S DEED

This instrument made and entered into on this, the September 24, 2012, by RECONTRUST COMPANY, N.A., substitute trustee ("Substitute Trustee").

WHEREAS, by that certain Deed of Trust dated November 21, 2003, recorded on January 16, 2004, as Instrument No. 20040116-0006787, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), WADE SCARBEAU AKA WADE D. SCARBEAU, A SINGLE MAN (collectively "Borrower"),conveyed to CTC REAL ESTATE SERVICES, 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 21, 2003, (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 CTC REAL ESTATE SERVICES, said appointment being set forth on January 31, 2012, as Instrument No. 20120131-0008675 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 September 24, 2012, at time 2:00 PM at the door of the Davidson County Courthouse, Tennessee, such advertisement appearing in said newspaper on September 3, 2012, September 10, 2012 and September 17, 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 $40,539.80, 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 Veteran's Affairs.

Whereas the purchaser has complied with the terms of the sale by paying into the hands of the undersigned Sucessor Trustee the expenses of the sale with the balance being applied upon said indebtedness for which said property was sold.

NOW, THEREFORE, RECONTRUST COMPANY, N.A., Substitute Trustee, in consideration of the premises and the sum of $40,539.80, the receipt of which is hereby

acknowledged, by these presents do transfer and convey unto The Secretary of Veteran's Affairs ("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:

A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT: LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 24B, OF THE ZONE LOT DIVISION OF LOTS 12, 23, 24, SECTION 2, ON THE PLAN OF WOODYMOORE HEIGHTS OF RECORD IN PLAT BOOK 6900, PAGE 420, REGISTER'S OFFICE OF SAID COUNTY, TO WHICH REFERENCE IS MADE FOR A MORE COMPLETE DESCRIPTION.

Property Address: **2903 WOODYMORE COURT, ANTIOCH TN 37013**

THIS ENTITY IS TAX EXEMPT

PARCEL NUMBER: 150 06 0 244.00

Borrower's source of title is that certain **Warranty Deed**, dated **03/30/1998**, given by **JULIA DILLINGER** to **WADE D. SCARBEAU** and recorded **4/3/1998 in Book 10871 Page 309**, 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: [signature] 10/1/12
Print Name: Carolyn Holleman
Title: AVP

STATE OF TEXAS)
COUNTY OF TARRANT)

On 10/1/12, before me William H. Dabney, 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

[signature]
Notary Public's Signature

WILLIAM H. DABNEY
Notary Public, State of Texas
My Commission Expires
March 10, 2013

STATE OF TEXAS)
COUNTY OF TARRANT)

The actual consideration or value, whichever is greater, for this transfer is $40,539.80.

[signature] 10/1/12
Affiant Carolyn Holleman

Sworn to and subscribed before me this 1st day of October, 2012.

[signature]
Notary Public

My commission expires:
3-10-13

WILLIAM H. DABNEY
Notary Public, State of Texas
My Commission Expires
March 10, 2013