BILL GARRETT, Davidson County
Trans:T20120079614 DEEDTRS
Recvd: 10/19/12 11:25 5 pgs
Fees:27.00 Taxes:0.00
20121019-0096050

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

TS#:12-0025038

ADDRESSES NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO:	MAP PARCEL NUMBER
The Secretary of HUD	The Secretary of HUD	162030187
(NAME) c/o Michaelson, Conner & Boul	(NAME) c/o Michaelson, Conner & Boul	
(STREET ADDRESS OR ROUTE NUMBER) 4400 Will Rogers Pkwy, Ste 400	(STREET ADDRESS) 4400 Will Rogers Pkwy, Ste 400	
(CITY) (STATE) (ZIP) Oklahoma City OK 73108	CITY) (STATE) (ZIP) Oklahoma City OK 73108	

SUBSTITUTE TRUSTEE'S DEED

This instrument made and entered into on this, the June 19, 2012, by RECONTRUST COMPANY, N.A., substitute trustee ("Substitute Trustee").

WHEREAS, by that certain Deed of Trust dated February 8, 2008, recorded on February 21, 2008, as Instrument No. 200802210016977, Register's Office for Davidson, Tennessee (the "Deed of Trust"), JACINTO SILVA AND MARIA DE LA LUZ GARCIA, HUSBAND AND WIFE (collectively "Borrower"),conveyed to CHARLES E. TONKIN, II., A KNOX COUNTY RESIDENT, 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 February 8, 2008, (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 CHARLES E. TONKIN, II., A KNOX COUNTY RESIDENT, said appointment being set forth on April 23, 2012, as Instrument No. 20120423-0034296 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 June 19, 2012, at time 2:00 PM at the door of the Davidson County Courthouse, Tennessee, such advertisement appearing in said newspaper on May 28, 2012, June 4, 2012 and June 11, 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 $138,621.44, 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 $138,621.44, 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:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 18 ON THE PLAN OF APACHE HILLS, SECTION 4, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 4460, PAGE 60, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH REFERENCE IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION THEREOF.

4951 KAREN RAY DRIVE, ANTIOCH TN 37013

THIS ENTITY IS TAX EXEMPT

PARCEL# 162030187

Borrower's source of title is that certain **Warranty Deed**, dated **2/28/2007**, given by **Casimy Sejour and Carlyne N. Sejour, husband and wife** to **Jacinto Silva, Married** and recorded **3/5/2007 Instrument # 20070305-0026311**, 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; (7) Provided, however, that this conveyance is made subject to any right of redemption as provided for in 26 USC § 7425(d) which the Internal Revenue Service may have with respect to the Federal tax lien attached hereto, taking into account the fact that the Internal Revenue Service has been notified of the foreclosure sale pursuant to 26 USC § 7425(c). (8) Provided, however, that this conveyance is made subject to any right of redemption, if any, as provided for in TCA § 67-1-1433(c)(1) which the State of Tennessee may have with respect to the State tax lien attached hereto, taking into account the fact that the State of Tennessee has been notified of the foreclosure sale pursuant to TCA § 67-1-1433(b)(1) and (9) 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: _____ 6/27/12
Print Name: MJ Parvin
Title: AVP

STATE OF TEXAS)
COUNTY OF DALLAS)

On JUN 27 2012 before me Cody A. McCurdy, personally appeared MJ Parvin, 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

_____
Notary Public's Signature

CODY A. MCCURDY
Notary Public, State of Texas
My Commission Expires
April 20, 2016

STATE OF TEXAS)
COUNTY OF DALLAS)

The actual consideration or value, whichever is greater, for this transfer is $138,621.44.

_____ 6/27/12
Affiant

Sworn to and subscribed before me this 27 day of June, 2012.

_____
Notary Public

My commission expires:
APR 20 2016

CODY A. MCCURDY
Notary Public, State of Texas
My Commission Expires
April 20, 2016

3758

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

Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien

Area:
SMALL BUSINESS/SELF EMPLOYED AREA #5
Lien Unit Phone: (800) 913-6050

Serial Number
783381911

For Optional Use by Recording Office

BILL GARRETT, Davidson County
Trans:T20110028777 LIENFTL
Recvd: 05/13/11 15:04 1 pgs
Fees:12.00 Taxes:0.00
[redacted]
20110513-0036956

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 MARIA EMERITA PEREZ GARCIA

Residence 660 BELL RD
ANTIOCH, TN 37013-5037

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	12/31/2006	XXX-XX-6132	10/04/2010	11/03/2020	4333.56
1040	12/31/2007	XXX-XX-6132	10/04/2010	11/03/2020	7284.77
1040	12/31/2008	XXX-XX-6132	03/21/2011	04/20/2021	6211.56

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

Total $ 17829.89

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

the 05th day of May, 2011.

Signature
for DONNA CHRISTON

Title
REVENUE OFFICER
(615) 250-5218

25-06-2263

(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

TN

Name and Address of Sender	Indicate type of mail	Check appropriate block for Registered Mail:	Affix stamp here if issued as certificate of mailing or for additional copies of this bill.
RECONTRUST COMPANY, N.A. 1800 Tapo Canyon Rd., CA6-914-01-94 Simi Valley, CA 93063	☐ Registered ☐ Return Receipt ☐ Insured ☐ For Merchandise ☐ COD ☐ Int'l Recorded Del. ■ Certified ☐ Express Mail	☐ With Postal Insurance ☐ Without Postal Insurance	*POSTMARK AND DATE OF RECIEPT*

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge	Act. Value (If Regis.)	Insured Value	Due Sender If COD	R.R. Fee	S.D. Fee	S.H. Fee	Rest. Del. Fee Remarks
5	7187 7930 3132 4352 1200	IRS - TN INTERNAL REVENUE SERVICES ELLEN DOLBY 801 BROADWAY MDP53 NASHVILLE, TN 37203-3804	$0.00	$8.44								12-0025038
6	7187 7930 3132 4352 3938	REVENUE ENFORCEMENT DIVISION S PROCEDURES SECTION P.O. BOX 190665 NASHVILLE, TN 37219-0665	$0.00	$8.44								12-0025038

Total Number of Pieces Limited By Sender	Total Number of Pieces Recieved at Post Office	POSTMASTER, PER *(Name of receiving employee)*	The full declaration of value is required on all domestic and international registered mail. The Maximum indemnity payable for the reconstruction of non negotiable documents under Express Mail document reconstruction insurance is $500,000 per occurence. The maximum indemnity payable on Express Mail merchandise insurance is $500. The maximum indemnity payable is $25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual 913 and 914 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to third and fourth class parcels

PS Form 3877, April 1991