BILL GARRETT, Davidson County
Trans:T20120093213 DEEDTRS
Recvd: 12/06/12 09:25 3 pgs
Fees:17.00 Taxes:0.00
20121206-0112282

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

TS#:12-0035393

ADDRESSES NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO:	MAP PARCEL NUMBER
The Secretary of HUD	The Secretary of HUD	162120A04600C0
(NAME)	(NAME)	
c/o Michaelson Conner & Boul	c/o Michaelson Conner & 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 August 10, 2012, by RECONTRUST COMPANY, N.A., substitute trustee ("Substitute Trustee").

WHEREAS, by that certain Deed of Trust dated May 21, 2008, recorded on June 3, 2008, as Instrument No. 20080603-0056619, Register's Office for Davidson, Tennessee (the "Deed of Trust"), ARTHUR RUSSO IS ALSO KNOWN AS ARTHUR JOSEPH RUSSO, UNMARRIED (collectively "Borrower"),conveyed to RESOURCE 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 May 21, 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., 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 RESOURCE REAL ESTATE SERVICES, said appointment being set forth on July 12, 2012, as Instrument No. 20120712-0061142 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 NASHVILLE LEDGER that the Property would be sold on August 10, 2012, at time 2:00 PM at the door of the Davidson County Courthouse, Tennessee, such advertisement appearing in said newspaper on July 20, 2012, July 27, 2012 and August 3, 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. at the price of $111,225.23, this being the highest, last and best bid.

WHEREAS, BANK OF AMERICA, N.A., 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 $111,225.23, 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:

A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

BEING LOT NO. 46, BRITTANY PARK SUBDIVISION, PHASE I-B, A PLANNED UNIT DEVELOPMENT, AS OF RECORD IN MAP BOOK 9700, PAGE 610, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH SAID PLAN REFERENCE IS HEREBY MADE FOR A MORE COMPLETE AND ACCURATE LEGAL DESCRIPTION THEREOF.

Property Address: **1049 BRITTANY PARK DRIVE, ANTIOCH, TN 37013**

THIS ENTITY IS TAX EXEMPT

PARCEL# 162120A04600C0

Borrower's source of title is that **Warranty Deed**, dated **07/19/2005**, given by **Amy J. Cutshaw and husband, Bobby L. Cutshaw** to **Arthur Russo, unmarried also known as Arthur Joseph Russo** and recorded **7/21/2005 Instrument # 20050721-0084985**, 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: Regina C Alexander 8/27/12
Print Name: Regina C. Alexander
Title: AVP

STATE OF ____TEXAS_____)
COUNTY OF _____TARRANT____)

On 8-27-12, before me William H. Dabney, personally appeared Regina C. Alexander, 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

William H Dabney
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 $111,225.23.

8/27/12

Affiant Regina C. Alexander

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

Notary Public

My commission expires:
3-10-13

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