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#:12-0068146

ADDRESSES NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO:	MAP PARCEL NUMBER
(NAME) The Bank of New York Mellon	(NAME) The Bank of New York Mellon	17400009500
(STREET ADDRESS OR ROUTE NUMBER) 400 NATIONAL WAY	(STREET ADDRESS) 400 NATIONAL WAY	
(CITY) (STATE) (ZIP) SIMI VALLEY CA 93063	(CITY) (STATE) (ZIP) SIMI VALLEY CA 93063	

SUBSTITUTE TRUSTEE'S DEED

This instrument made and entered into on this, the November 13, 2012, by RECONTRUST COMPANY, N.A., substitute trustee ("Substitute Trustee").

WHEREAS, by that certain Deed of Trust dated November 29, 2004, recorded on December 3, 2004, as Instrument No. 20041203-0144032, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), JOSE FRIAS-MARTINEZ, AND WIFE, CONSTANSIA MARTINEZ (collectively "Borrower"),conveyed to ROBERT M. WILSON, JR, ATTORNEY, 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 29, 2004, (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, THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2004-30CB, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-30CB, 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 ROBERT M. WILSON, JR, ATTORNEY, said appointment being set forth on October 11, 2012, as Instrument No. 201200-0093157 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 November 13, 2012, at time 2:00 PM at the door of the Davidson County Courthouse, Tennessee, such advertisement appearing in said newspaper on October 22, 2012, October 29, 2012 and November 5, 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 THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2004-30CB, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-30CB at the price of $247,500.00, this being the highest, last and best bid.

NOW, THEREFORE, RECONTRUST COMPANY, N.A., Substitute Trustee, in consideration of the premises and the sum of $247,500.00, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2004-30CB,

MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-30CB ("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, described as follows:

BEGINNING at a point on the west margin of Pettus Road, said point being N 06 degrees 15 minutes 55 seconds East at 50.00 feet from Mark Stephens, et ux northeast corner; thence with the north margin of a 50 foot easement, north 83 degrees 49 minutes 42 seconds west, 215.41 feet, north 61 degrees 42 minutes 38 seconds west, 397.96 feet; north 60 degrees 12 minutes 00 seconds west, 99.61 feet, leaving said 50 easement north 47 degrees 03 minutes 54 seconds east, 370.39 feet to an iron pin in George Stephens' west line; thence with said line, south 41 degrees 09 minutes 32 seconds east, 209.27 feet to an iron pin, south 59 degrees 50 minutes 45 seconds east, 196.60 feet to an iron pin, south 78 degrees 27 minutes 29 seconds east 165.81 feet to a point on the west margin of Pettus Road, George Stephens' southeast corner, thence with said margin, south 06 degrees 15 minutes 55 seconds west, 156.90 feet to the beginning, containing 2.84 acres, more or less, according to a survey by P. Anthony Chapdelaine, Jr., dated 9/21/77.

Property Address: **5831 PETTUS RD, ANTIOCH, TN 37013**

PARCEL# 17400009500

Borrower's source of title is that certain **Warranty Deed**, dated **11/29/2004**, given by **The Estate of Josie M. Fontana** to **Jose Frias Martinez** and recorded **12/3/2004 Instrument # 20041203-0144031**, 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] 11/28/12
Print Name: Carolyn Holleman
Title: AVP

STATE OF TEXAS)
COUNTY OF TARRANT)

On NOV 2 8 2012, before me Kanetta Denise Edwards, 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

KANETTA DENISE EDWARDS
Notary Public
State of Texas
My Comm. Expires 4-19-2014

STATE OF TEXAS)
COUNTY OF TARRANT)

The actual consideration or value, whichever is greater, for this transfer is $247,500.00.

[signature] 11/28/12
Affiant Carolyn Holleman

Sworn to and subscribed before me this 28 day of November, 2012.

[signature]
Notary Public

KANETTA DENISE EDWARDS
Notary Public
State of Texas
My Comm. Expires 4-19-2014

My commission expires:
04/19/14