BILL GARRETT, Davidson County
Trans:T20120094146 DEEDTRS
Recvd: 12/10/12 11:18 4 pgs
Fees:22.00 Taxes:0.00
20121210-0113457

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

TS#:12-0043285

ADDRESSES NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO:	MAP PARCEL NUMBER
The Secretary of HUD	The Secretary of HUD	042-09-0-075.00
(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 September 4, 2012, by RECONTRUST COMPANY, N.A., substitute trustee ("Substitute Trustee").

WHEREAS, by that certain Deed of Trust dated October 22, 2004, recorded on November 1, 2004, as Instrument No. 20041101-0130648, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), TINA GREENE-HICKS, CHARLES H. HICKS WIFE AND HUSBAND (collectively "Borrower"),conveyed to ROBERT M. WILSON, 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 October 22, 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, 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 ROBERT M. WILSON, said appointment being set forth on May 23, 2012, as Instrument No. 20120813-0072066 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 4, 2012, at time 2:00 PM at the door of the Davidson County Courthouse, Tennessee, such advertisement appearing in said newspaper on August 13, 2012, August 20, 2012 and August 27, 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 $107,691.99, 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 $107,691.99, 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:

Tract "S": A tract or parcel of land in the 11th Civil district of Davidson County, Tennessee, being parts of the land conveyed to J.R. Coarsey, Trustee, by deed from J.C. Oakley et ux and H.W. Crook, recorded in Book 2435, Page 225, RODC, Tenn., and by deed from Emma R. Kemper recorded in Book 2435, Page 205, RODC, Tenn., and being part of the land marked J.R. Coarsey, Trustee, on the plan of Kemper Heights, Section One, as recorded in Book 2331, Page 66, RODC, Tenn., a part of the land marked "Reserved Parcel 3" on the plat Kemper Heights Section Two, as recorded in Book 2331, Page 104, RODC, Tenn., and more particularly described as follows:

Beginning at an iron stake at the southwest corner of Lot NO. 145, Kemper Heights, Section One, thence with the rear line of Lot 145 North 74 deg. 32' East 76.7 feet to a concrete monument at the common back corner of Lots 145 and 146, Kemper Heights, Section One and Lot 150 in Kemper Heights, Section Two; thence with the rear line of Lot 150 Kemper Heights, Section Two, South 70 deg. 14' East 27.7 feet to a concrete monument in the line between the Oakley and Kemper conveyances and continuing in the same direction 45.5 feet (in all 73.1 feet) to a concrete monument at the common rear corner of Lots 150 and 151 Kemper Heights, Section Two; thence with the westerly line of Lot 151, South 22 deg. 51' East 219.85 feet to an iron stake in the northerly margin of Tuckahoe Drive; thence with said northerly margin of Tuckahoe Drive; thence with said northerly margin South 67 deg. 09' West 109.6 feet to an iron stake; thence North 26 deg. 30' West 72 feet to the line between Oakley and Kemper Conveyances continuing in the same direction 208.1 feet (in all 280.1 feet) to the beginning, containing 0.72 acres, more or less.

Tract "R": A tract or parcel of land in the 11th Civil District of Davidson County, Tennessee, being parts of the land conveyed to J. R. Coarsey, trustee, by deed form J.C. Oakley, et ux and H.W. Crook, recorded in Book 2435, Page 225, RODCT and by deed from Emma R. Kemper recorded in Book 2435, Page 205, RODCT and being part of the land marked J.R. Coarsey, Trustee, on the Plat of Kemper Heights, Section One, as recorded in Book 2331, Page 66, RODCT a part of the land marked "Reserved" Parcel 3 on the plat of Kemper Heights, Section Two, as recorded in Book 2331, Page 104, RODCT and more particularly described as follows:

Beginning at a concrete monument at the southwest corner of Lot No. 144 of Kemper Heights, Section One, thence with the rear line of said Lot 144, North 74 deg. 32' East 76.6 feet to an iron stake at the common rear corner of Lots 144 and 145, Kemper Heights, Section One; thence South 26 deg. 30' East 208.1 feet to the line between the Oakley and Kemper conveyances and continuing in the same direction 72 feet more or less, in all 280.1 feet to an iron stake in the north margin of Tuckahoe Drive as shown on the plat of Kemper Heights, Section Two, recorded in Book 2331, Page 104, RODCT, thence with the north margin of Tuckahoe Drive, South 67 deg. 09' 37 feet west to a concrete monument continuing in the same direction with the proposed extension of Tuckahoe Drive 50 feet in all 87 feet to an iron stake; thence North 24 deg. 00' West 289.55 feet to the beginning, containing .053 acres, more or less. Being the same property conveyed to Tina Louise Hampton by Quitclaim Deed from Scott Hampton of record in Book 8951, page 877, said Register's Office

Property Address: **1008 Tuckahoe Drive, Madison, TN 37115**

THIS ENTITY IS TAX EXEMPT

PARCEL# 042-09-0-075.00

Borrower's source of title is that certain **QuitClaim Deed**, dated **10/22/2002**, given by **Tina Louise Hampton** to **Tina L. Greene-Hicks, a married person** and recorded **11/4/2002 Instrument # 20021104-0135137**, 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); and (8) 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 9/13/12
Print Name: Carolyn Holleman
Title: AVP

STATE OF TEXAS)
COUNTY OF TARRANT)

On 9-13-12, 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

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 $107,691.99.

Carolyn Holleman 9/13/12
Affiant Carolyn Holleman

Sworn to and subscribed before me this 13th day of September, 2012.

William H Dabney
Notary Public

My commission expires:
3-10-13

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

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
1	7187 7930 3132 4753 7863	IRS - TN INTERNAL REVENUE SERVICES ELLEN DOLBY 801 BROADWAY MDP53 NASHVILLE, TN 37203-3804	$0.00	$8.44								12-0043285

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.
1.			

PS Form 3877, April 1991

Form confirm (07 91)