BILL GARRETT, Davidson County
Trans:T20130001935 DEEDTRS
Recvd: 01/08/13 10:12 9 pgs
Fees:48.00 Taxes:518.00
20130108-0002329

Prepared by and Return to:
Rubin Lublin TN, PLLC F/K/A Rubin Lublin Suarez Serrano TN, LLC
119 S. Main Street, Suite 500
Memphis, TN 38103
BAC-11-08290

ADDRESSES NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBER:
Wells Fargo Bank, N.A., As Trustee For The Certificateholders Of The MLMI Trust, Mortgage Loan Asset-Backed Certificates, Series 2005-FM1	**Wells Fargo Bank, N.A., As Trustee For The Certificateholders Of The MLMI Trust, Mortgage Loan Asset-Backed Certificates, Series 2005-FM1**	**174110A213.00**
7105 Corporate Drive PTX-A-274 Plano, TX 75024	**7105 Corporate Drive PTX-A-274 Plano, TX 75024**	

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by that certain Deed of Trust dated April 7, 2005 and recorded April 13, 2005, at **Instrument Number 20050413-0041406**, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), **BENITA WASHINGTON, DELVIN WASHINGTON** ("Borrower"), conveyed to Mooreland Title Company, Trustee, 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 April 7, 2005, (the "Note"), which obligation is presently held and owned by **Wells Fargo Bank, N.A., As Trustee For The Certificateholders Of The MLMI Trust, Mortgage Loan Asset-Backed Certificates, Series 2005-FM1**; 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, Lender, the owner and holder of the Note evidenced by the Deed of Trust, demanded that the Property be advertised and sold in accordance with the terms of the Deed of Trust; and

WHEREAS, the undersigned, Rubin Lublin TN, PLLC F/K/A Rubin Lublin Suarez Serrano TN, LLC, was duly appointed as Substitute Trustee in the place and stead of Mooreland Title Company, said appointment being set forth in **Instrument Number 20120725-0065304** in said Register's Office; and

WHEREAS, a Notice of the Right to Foreclose, if required pursuant to T.C.A. § 35-5-117, was given at least sixty (60) days prior to the first publication in accordance with Tennessee law; and

WHEREAS, the Substitute Trustee caused a diligent search of the Defense Manpower Data Center (DMDC) website for each known Borrower in compliance with the Service Members Civil Relief Act, and as such the foreclosure of this property is not subject to the provisions of 50 U.S.C. § 501, *et seq.;* and

WHEREAS, the Substitute Trustee caused a diligent search of the PACER website for each known Borrower and determined that Substitute Trustee was not subject to an automatic stay in bankruptcy both at the time foreclosure proceedings commenced and the time the Property was sold; and

WHEREAS, the Substitute Trustee caused notice to be published as provided for under T.C.A. §35-5-104 and as provided in the Deed of Trust and Note in The Tennessee Tribune that the Property would be sold on November 8, 2012, at 11:00 AM at the door of the Davidson County Courthouse, Nashville Tennessee, such advertisement appearing in said newspaper on October 11, 2012, October 18, 2012, October 25, 2012, a copy of such notice was sent to the parties required under T.C.A. § 35-5-101(e) prior to the first publication date written above, and following such notice the default was not cured; and

WHEREAS, the Substitute Trustee at the time, place and date specified in said notices appeared and offered the property for sale, and after opening the floor for competitive bids, sold said Property to Wells Fargo Bank, N.A., As Trustee For The Certificateholders Of The MLMI Trust, Mortgage Loan Asset-Backed Certificates, Series 2005-FM1 at the price of **One Hundred Forty Thousand and 00/100 ($140,000.00)** this being the highest, last and best bid.

NOW, THEREFORE, Rubin Lublin TN, PLLC F/K/A Rubin Lublin Suarez Serrano TN, LLC__, Substitute Trustee as aforesaid, in consideration of the premises and the sum of **One Hundred Forty Thousand and 00/100 ($140,000.00)** to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto **Wells Fargo Bank, N.A., As Trustee For The Certificateholders Of The MLMI Trust, Mortgage Loan Asset-Backed Certificates, Series 2005-FM1** ("Grantee"), its successors and assigns, all of its 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.312 ON THE FINAL PLAT PLAN OF CANE RIDGE FARMS, PHASE FOUR, AS SHOWN BY PLAT APPEARING OF RECORD IN INSTRUMENT NO.20030721-0101773, IN THE REGISTER`S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

Being the same property conveyed to BENITA WASHINGTON, DELVIN WASHINGTON, herein by Deed of record in Instrument Number 2005413-0041405, in the Register's Office for Davidson County, Tennessee.

This property is now or was formerly known as 2312 HASKELL DRIVE, ANTIOCH, TN 37013.

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)** any right of redemption as provided for in T.C.A. § 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 T.C.A. § 67-1-1433(b)(1); 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 this ___ day of NOV 26 2012, 20___.

Rubin Lublin TN, PLLC F/K/A Rubin Lublin Suarez Serrano TN, LLC

Printed Name: LISA F. CAPLAN
Title: Member

STATE OF GEORGIA)
COUNTY OF GWINNETT)

Before me, Jessica Cruell, of the state and county aforesaid, personally appeared LISA F. CAPLAN, of Rubin Lublin TN, PLLC F/K/A Rubin Lublin Suarez Serrano TN, LLC, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be a Member of Rubin Lublin TN, PLLC F/K/A Rubin Lublin Suarez Serrano TN, LLC, a Limited Liability Company, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the Limited Liability Company by himself/herself as such officer.

WITNESS my hand and seal at office in NORCROSS GEORGIA, this ___ day of NOV 26 2012, 20___.

Notary Public

JESSICA CRUELL NOTARY PUBLIC GWINNETT COUNTY GEORGIA EXPIRES April 28, 2016

My commission expires:

STATE OF GEORGIA)
COUNTY OF GWINNETT)

The actual consideration or value, whichever is greater, for this transfer is $140,000.00.

Affiant

Sworn to and subscribed
before me this ___ day of NOV 26 2012, 20___.

Notary Public

My commission expires:

JESSICA CRUELL NOTARY PUBLIC GWINNETT COUNTY GEORGIA EXPIRES April 28, 2016

EXHIBIT
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A

STATE OF TENNESSEE
DEPARTMENT OF REVENUE
REVENUE ENFORCEMENT DIVISION
ANDREW JACKSON STATE OFFICE BUILDING
NASHVILLE, TENNESSEE 37242

October 18, 2012

Rubin Lublin
Rubin Lublin TN, PLLC
119 S. Main Street, Suite 500
Memphis, TN 38103

Re: Foreclosure Sale of Property Owned by: **Benita J. Washington**
Entity Number: **002 XXX-XX-1081/000**
BAC-11-08290-0004

This is in reference to your letter dated October 11, 2012 concerning a foreclosure sale of property owned by the above-captioned taxpayer(s).

Your letter **does** comply with the provisions of T.C.A. § 67-1-1401 et. seq., but if the sale produces more than the amount needed to satisfy the cost of the sale, the indebtedness indicated in your letter, and any other superior liens, the amount of surplus proceeds up to the amount of taxes, penalties and interest due the Department of Revenue must be remitted to the State of Tennessee. Excess proceeds, if any, should be sent to the attention of the Special Procedures Unit at P.O. box 190665 Nashville, TN 37219-0665. The amount of taxes, penalties and interest that is due as of **November 8, 2012** is **$4,226.38**. *(Please be advised that if the scheduled sale is cancelled or postponed for any reason, notice must be submitted in writing if the sale is to be continued).*

After the sale, (and within 15 days), please furnish me with **an accounting of the sale** (form enclosed), and I will release the State's tax lien on the property sold. If the sale is canceled, please advise this office with a brief explanation. I trust that this has answered your letter, but if not, please let me know.

Lori S. Fernandez, Account Technician I
Special Procedures Section
Revenue Enforcement Division
Tennessee Department of Revenue

SP/bt
c: *file*

EXHIBIT

tabbies

B

RUBIN LUBLIN TN, PLLC

Attorneys and Counselors at Law
119 S. MAIN STREET, SUITE 500
MEMPHIS, TN 38103
TEL (877) 813-0992
FAX (404) 601-5846

October 11, 2012

Tennessee Department of Revenue
Andrew Jackson Building
500 Deaderick Street
Nashville, TN 37242

Re: Notice of State Tax Lien/Consent to Sell

File Number	**11-08290**
Lender's Loan No.	**XXXX9682**
Name Per Client:	**BENITA WASHINGTON, DELVIN WASHINGTON**
SSN:	**XXX-XX-1081, XXX-XX-9132**
Property Address:	**2312 HASKELL DRIVE, ANTIOCH, TN 37013**

Dear Sir or Madam:

Please file stamp one of the copies of the Notice of State Tax Lien and return to my office in the envelope provided. Our office will need a file stamped copy of the notice showing receipt of the document by the Tennessee Department of Revenue.

Sincerely,

RUBIN LUBLIN TN, PLLC

By: _____
Foreclosure Counsel

Enclosures

RUBIN LUBLIN TN, PLLC

ATTORNEYS AND COUNSELERS AT LAW
119 S. MAIN STREET, SUITE 500
MEMPHIS, TN 38103
TEL (877) 813-0992
FAX (404) 601-5846

October 11, 2012

Tennessee Department of Revenue
Andrew Jackson Building
500 Deaderick Street
Nashville, TN 37242

Re: Notice of State Tax Lien/Consent to Sell

Case Number:	**BAC-11-08290-0004**
Name Per Client:	**BENITA WASHINGTON, DELVIN WASHINGTON**
SSN:	**XXX-XX-1081, XXX-XX-9132**
Property Address:	**2312 HASKELL DRIVE, ANTIOCH, TN 37013**

Dear Sir or Madam:

I am writing to advise you that Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP has instituted foreclosure proceedings against the above-referenced property. The sale is scheduled to take place on November 8, 2012. Enclosed is a copy of the Notice of Substitute Trustee's Sale which is being published in the Davidson County legal newspaper. The recording information for the Security Deed and subsequent assignments, as well as the terms of sale and additional information, can be found in this notice.

The title search of the Davidson County records indicates that state tax lien(s) has/have been filed against certain parties thought to be the owners of the subject property. As required by law, we have attached a copy of the specific state tax lien(s) found. We are not certain but believe that the parties named in the state tax lien are the same as the above-referenced borrowers' Social Security Numbers, ending in BENITA WASHINGTON XXX-XX-1081 and DELVIN WASHINGTON XXX-XX-9132, or other predecessors in title.

The unpaid principal balance of the loan against the above-referenced property is approximately $146,965.00. Interest through the sale date is approximately $500.00. Costs associated with the sale should be approximately $590.00 and the attorney fees will range from $500.00 to the maximum allowable by Tennessee law.

If you should have any questions about this matter, please do not hesitate to contact this office at (877) 813-0992.

Sincerely,

RUBIN LUBLIN TN, PLLC

By: _____
Foreclosure Counsel

Enclosures

1. 1.Notice of Substitute Trustee's Sale
2. Copies of State Tax Liens

cc: BAC

N0007501

3238795110623

TENNESSEE DEPARTMENT OF REVENUE

NOTICE OF STATE TAX LIEN

Pursuant to the provisions of T.C.A. 67-1-1401 et. seq. a lien exists in favor of the State of Tennessee. This lien exists on all property and all rights, title and interest in property acquired prior to or subsequent to the filing of this notice that belongs to the named taxpayer(s).

Notice is hereby given that there have been assessed taxes, penalty, and interest against the indicated taxpayer, which after demand for payment remain unpaid. The precise amount of the lien may be obtained from the State of Tennessee Tax Enforcement Division at (615) 741-7074.

FOR DEPARTMENT OF REVENUE USE ONLY

TAXPAYER:

BENITA J WASHINGTON
D/B/A: MY SYMONE MUZIC
2312 HASKELL DR
ANTIOCH TN 37013

ENTITY ID:

002 XXX-XX-1081/000
002 XXX-XX-1081

COUNTY: DAVIDSON

This instrument was prepared by the Tennessee Department of Revenue.

Witness my hand, at Nashville, Tennessee, on June 24, 2011.

COMMISSIONER OF REVENUE

By: William E Hooks

Delegate of Commissioner

FOR REGISTER USE ONLY .... PRINT OR STAMP

BOOK NO **PAGE NO.** **DATE** **TIME**

REGISTER

BILL GARRETT, Davidson County
Trans:T20110038956 LIENSTL
Recvd: 06/29/11 13:40 1 pgs
Fees:12.00 Taxes:0.00
20110629-0049723

BY:_____

RV-N0007501

From: (770) 246-3317
Miranda Rosenblum
Rubin Lublin Suarez Serrano
3740 Davinci Court
Suite 400
Norcross, GA 30092

Origin ID: LIYA

FedEx Express

J122012074B0325

Ship Date: 11OCT12
ActWgt: 1.0 LB
CAD: 102731028/INET3300

Delivery Address Bar Code

Ref # State Tax Lien Letter per EM
Invoice #
PO #
Dept #

SHIP TO: (000) 000-0000 BILL SENDER

Reagan Farr, Commissioner
Tennessee Dept of Revenue
500 DEADERICK ST

NASHVILLE, TN 37242

FRI - 12 OCT A1
STANDARD OVERNIGHT

TRK# 7991 7161 9200
0201

XH RNCA

37242
TN-US
BNA

515G1A9CCB/AA44

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2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

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