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#:10-0053449

ADDRESSES NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO:	MAP PARCEL NUMBER
The Secretary of HUD	The Secretary of HUD	052-07-0-103.00
(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 August 7, 2012, by RECONTRUST COMPANY, N.A., substitute trustee ("Substitute Trustee").

WHEREAS, by that certain Deed of Trust dated June 8, 2007, recorded on July 25, 2007, as Instrument No. 20070725-0088111, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), JOSE CASTILLO AND J. EDUVIGES ALCALA (collectively "Borrower"),conveyed to ALLEN C. DUNSTAN, 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 June 8, 2007, (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 ALLEN C. DUNSTAN, said appointment being set forth on May 21, 2010, as Instrument No. 20100521-0039288 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 August 7, 2012, at time 2:00 PM at the door of the Davidson County Courthouse, Tennessee, such advertisement appearing in said newspaper on July 16, 2012, July 23, 2012 and July 30, 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 $193,087.26, 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 $193,087.26, 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 the Ninth (9th) Councilmanic District, Davidson County, Tennessee and described according to a survey by R.L. Montoya Surveying, Inc., Job No. 00-03-37, as follows:

BEGINNING at an iron rod in the East margin of Sanitarium Road, said point being the Northwest corner of Parcel No. 104, and the Southwest corner of this described parcel; Thence, with the East margin of the said road along a curve to the right, with the following characteristics; Radius of 660.37 feet, Delta of 12 degrees 05 minutes 12 seconds, a Tangent of 69.91 feet, a length of 129.31 feet, a chord of North 33 degrees 36 minutes 38 seconds East 139.05 feet to an iron rod, said point being the Southwest corner of Parcel No. 102, the Northwest corner of this described tract; Thence, leaving the East margin along a common line of parcels No.'s 102 and 103, South 33 degrees 37 minutes 29 seconds West 197.30 feet to an iron rod; Thence, along the East line of this tract, South 53 degrees 09 minutes 37 seconds West 98.30 feet to an iron rod, said point being the Northeast corner of Parcel No. 104, the Southeast corner of this parcel; Thence, along said South 45 degrees 39 minutes 51 seconds West 192.44 feet to the point of beginning, containing 23,327.86 feet, 0.54 acres more or less.

Property Address: **106 SANITARIUM DR., MADISON, TN 37115**

THIS ENTITY IS TAX EXEMPT

PARCEL # 052-07-0-103.00

Borrower's source of title is that certain **Warranty Deed**, dated **6/8/2007**, given by **Eric T. Berger and wife Lisa J. Berger** to **Jose Castillo and J. Eduviges Alcala, as tenants in common,** and recorded **7/25/2007 Instrument # 20070725-0088110**, 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: Carolyn Holleman 11/8/12
Print Name: Carolyn Holleman
Title: AVP

STATE OF TEXAS)
COUNTY OF TARRANT)

On NOV 08 2012, before me Rosemarie S. Martinez, 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

Rosemarie S. Martinez
Notary Public's Signature

ROSEMARIE S. MARTINEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 02-21-16

STATE OF TEXAS)
COUNTY OF TARRANT)

The actual consideration or value, whichever is greater, for this transfer is $193,087.26.

Carolyn Holleman 11/8/12
Affiant Carolyn Holleman

Sworn to and subscribed before me this 8TH day of November, 2012.

Rosemarie S. Martinez
Notary Public

My commission expires:
FEB 21, 2016

ROSEMARIE S. MARTINEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 02-21-16