BILL GARRETT, Davidson County
Trans:T20130074841 DEEDTRS
Recvd: 08/29/13 10:31 3 pgs
Fees:17.00 Taxes:0.00
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Prepared & Recorded by:
RECONTRUST COMPANY, N.A.
4500 Amon Carter Blvd., TX2-979-02-10
Fort Worth, TX 76155

TS#:10-0047310

| ADDRESSES NEW OWNER(S) AS FOLLOWS | SEND TAX BILLS TO: | MAP PARCEL NUMBER |
|---|---|---|
| The Secretary of HUD | The Secretary of HUD | 173-09-0A-500.00 |
| (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 July 3, 2012, by RECONTRUST COMPANY, N.A., substitute trustee ("Substitute Trustee").

WHEREAS, by that certain Deed of Trust dated May 8, 2007, recorded on May 22, 2007, as Instrument No. 20070522-0060899, Register's Office for Davidson, Tennessee (the "Deed of Trust"), NADIUSKA MIRANDA NAVA, A MARRIED WOMAN AND BENJAMIN ALEJANDRO (collectively "Borrower"),conveyed to ROBERT M. WILSON, JR., 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 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 ROBERT M. WILSON, JR., said appointment being set forth on November 4, 2011, as Instrument No. 20111104-0086248 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 June 26, 2012, at time 2:00 PM at the door of the Davidson County Courthouse, Tennessee, such advertisement appearing in said newspaper on June 4, 2012, June 11, 2012 and June 18, 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 appeared and announced to to those assembled that the sale was postponed to July 3, 2012 at same time and place and notifications were made in accordance with T.C.A. 35-5-101(f), if required. On July 3, 2012 at the same time and place, the Substitute Trustee appeared and 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 $227,943.05, 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 $227,943.05, 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:

BEING LOT NO. 414 ON THE PLAN OF LENOX VILLAGE, PHASE SEVEN, OF RECORD IN INSTRUMENT NO. 20051028-0130418, REGISTER'S OFFICE FOR SAID COUNTY, TO WHICH PLAN REFERENCE IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

Property Address: **8728 GAUPHIN PL , NASHVILLE TN 37211**

**THIS ENTITY IS TAX EXEMPT**

PARCEL NUMBER: 173-09-0A-500.00

Borrower's source of title is that certain **Warranty Deed**, dated **05/08/2007**, given by **Jorge Usatorres, an unmarried man** to **Nadiuska Miranda Nava, married** and recorded **5/22/2007 Instrument # 20070522-0060898**, 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) 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). (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: _____ 7/12/12
Print Name: MJ Parvin
Title: AVP

STATE OF TEXAS )
COUNTY OF DALLAS )

On JUL 12 2012, before me Cody A. McCurdy, personally appeared MJ Parvin, 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

_____
Notary Public's Signature

CODY A. MCCURDY
Notary Public, State of Texas
My Commission Expires
April 20, 2016

STATE OF TEXAS )
COUNTY OF DALLAS )

The actual consideration or value, whichever is greater, for this transfer is $227,943.05.

_____ 7/12/12
Affiant

Sworn to and subscribed before me this 12 day of July, 2012.

_____
Notary Public

My commission expires:

APR 20 2016

CODY A. MCCURDY
Notary Public, State of Texas
My Commission Expires
April 20, 2016