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Davidson County DEEDTRS
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Fees:23.00 Taxes:377.67
20140721-0064161

Prepared by and Return to:
Rubin Lublin TN, PLLC
119 S. Main Street, Suite 500
Memphis, TN 38103
SPS-09-06534

ADDRESSES NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBER:
Bank of New York Mellon, f/k/a Bank of New York, as Trustee, on behalf of the registered holders of Alternative Loan Trust 2006-OA3, Mortgage Pass-Through Certificates Series 2006-OA3	**Bank of New York Mellon, f/k/a Bank of New York, as Trustee, on behalf of the registered holders of Alternative Loan Trust 2006-OA3, Mortgage Pass-Through Certificates Series 2006-OA3**	**17301022400**
P.O. Box 65250 Salt Lake City, UT 84165	**P.O. Box 65250 Salt Lake City, UT 84165**	

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by that certain Deed of Trust dated September 12, 2005 and recorded September 22, 2005, at **Instrument Number 20050922-0114007**, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), **DIMAS ISLAS** ("Borrower") conveyed to MATTINGLY & FORD 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 September 12, 2005, (the "Note"), which obligation is presently held and owned by **Bank of New York Mellon, f/k/a Bank of New York, as Trustee, on behalf of the registered holders of Alternative Loan Trust 2006-OA3, Mortgage Pass-Through Certificates Series 2006-OA3**; 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, was duly appointed as Substitute Trustee in the place and stead of MATTINGLY & FORD TITLE COMPANY, said appointment being set forth in **Instrument Number 20140523-0044575** in said Register's Office; and

WHEREAS, the Substitute Trustee caused a diligent search of the military records 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 bankruptcy records 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 July 3, 2014, at 11:00 AM at the Front Entrance of the Historic Courthouse located at 1 Public Square , located in Nashville, Tennessee, such advertisement appearing in said newspaper on June 5, 2014, June 12, 2014, June 19, 2014, 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, on July 3, 2014, the Substitute Trustee appeared and offered the property for sale, and after opening the floor for competitive bids, sold said Property to **Bank of New York Mellon, f/k/a Bank of New York, as Trustee, on behalf of the registered holders of Alternative Loan Trust 2006-OA3, Mortgage Pass-Through Certificates Series 2006-OA3** at the price of **One Hundred Two Thousand Seventy-Three and 36/100 ($102,073.36)** this being the highest, last and best bid.

NOW, THEREFORE, Rubin Lublin TN, PLLC, Substitute Trustee as aforesaid, in consideration of the premises and the sum of One Hundred Two Thousand Seventy-Three and 36/100 ($102,073.36) to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto **Bank of New York Mellon, f/k/a Bank of New York, as Trustee, on behalf of the registered holders of Alternative Loan Trust 2006-OA3, Mortgage Pass-Through Certificates Series 2006-OA3** ("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. 29 ON THE PLAN OF SECTION V MONTE CARLO, OF RECORD IN PLAT BOOK 6250, PAGE 383, REGISTER`S OFFICE FOR SAID COUNTY, TENNESSEE, TO WHICH REFERENCE IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

The source of title is recorded at Instrument Number 20030619-0085009, in the Register's Office for Davidson County, Tennessee.

This property is now or was formerly known as 329 CEDAR CREEK DR, NASHVILLE TN 37211, TN 37211.

To have and to hold the aforesaid real estate, together with all improvements thereon, free from any equity of redemption, statutory right of redemption, spouse's 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 any and all unpaid ad valorem taxes (plus penalty and interest, if any) that may be a lien upon the Property; 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; 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; 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; any governmental zoning and subdivision ordinances or regulations in effect thereon; the accuracy of the Index Book of the said Register's Office; and 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 this ___ day of JUL 7 2014, 20___.

Rubin Lublin TN, PLLC

Printed Name: Heidi E. Billington
Title: Member

STATE OF GEORGIA)
COUNTY OF GWINNETT)

Before me, J.Z. Marshall-Clarke, of the state and county aforesaid, personally appeared , Heidi E. Billington, of Rubin Lublin TN, PLLC, 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, 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 Peachtree Corners, GA, _____, this ___ day of JUL 7 2014, 20___.

Notary Public

J Z MARSHALL CLARKE NOTARY PUBLIC JACKSON COUNTY EXPIRES GEORGIA JAN. 20, 2018

My commission expires:

_____

STATE OF GEORGIA)
COUNTY OF GWINNETT)

The actual consideration or value, whichever is greater, for this transfer is $102,073.36.

Printed Name: Heidi E. Billington
Title: Member, Rubin Lublin TN, PLLC

Sworn to and subscribed
before me this ___ day of JUL 7 2014, 20___.

Notary Public

J Z MARSHALL CLARKE NOTARY PUBLIC JACKSON COUNTY EXPIRES GEORGIA JAN. 20, 2018

My commission expires:

_____

True Copy Certification

I, Heidi E. Billington, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signature

State of Georgia

County of Gwinnett

Personally appeared before me, J.Z. Marshall-Clarke, a Notary Public for this county and state, Heidi E. Billington who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

JUL 7 2014
Date

Notary's Signature

My Commission Expires: _____
Notary' Seal (if on paper)

