FILE NO.: BAC-12-05862

BILL GARRETT, Davidson County
Trans:T20140053175 DEEDTRS
Recvd: 07/23/14 11:08 3 pgs
Fees:18.00 Taxes:215.45
20140723-0065369

Prepared by and Return to:
Rubin Lublin TN, PLLC
119 S. Main Street, Suite 500
Memphis, TN 38103
BAC-12-05862

ADDRESSES NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBER:
BANK OF AMERICA, N.A.	BANK OF AMERICA, N.A.	043020A23200CO
7105 Corporate Drive Plano, TX 75024	7105 Corporate Drive Plano, TX 75024	

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by that certain Deed of Trust dated August 26, 2009 and recorded September 8, 2009, at **Instrument Number 20090908-0083930**, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), **DAVID DOUGHTY** ("Borrower") conveyed to ROBERT M. WILSON, 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 August 26, 2009, (the "Note"), which obligation is presently held and owned by **BANK OF AMERICA, N.A.**; 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 ROBERT M. WILSON, said appointment being set forth in **Instrument Number 20120619-0053526** 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 10:00 AM at the Schermerhorn Symphony Center, One Symphony Place, Nashville, TN 37201, 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 AMERICA, N.A.** at the price of **Fifty-Eight Thousand Five Hundred and 00/100 ($58,500.00)** 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 Fifty-Eight Thousand Five Hundred and 00/100 ($58,500.00) to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto **BANK OF AMERICA, N.A.** ("Grantee"), 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:

THE FOLLOWING DESCRIBED PROPERTY:

A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 232 ON THE PLAN OF THE RE-SUBDIVISION OF A PORTION OF PHASE TWO, CEDARWOOD COURTYARD HOMES, BUILDINGS N THRU Z (INCLUSIVE), OF RECORD IN PLAT BOOK 5200, PAGE 590, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, CLARIFIED BY CLARIFICATION OF PLAT OF RECORD IN BOOK 5497, PAGE 800, SAID REGISTER'S OFFICE, TOGETHER WITH THE APPURTENANT INTEREST IN THE COMMON AREAS AND LIMITED COMMON AREAS OF CEDARWOOD COURTYARD HOMES MORE FULLY SET FORTH IN MASTER DEED FOR CEDARWOOD CONDOMINIUMS OF RECORD IN BOOK 5707, PAGE 121, SAID REGISTER'S OFFICE AND ALL AMENDMENTS THERETO.

The source of title is recorded at Instrument Number 20060418-0044330, in the Register's Office for Davidson County, Tennessee.

This property is now or was formerly known as 232 CEDARWOOD LN, MADISON, TN 37115.

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

My commission expires:

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

_____

STATE OF GEORGIA)
COUNTY OF GWINNETT)

The actual consideration or value, whichever is greater, for this transfer is $58,500.00.

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

My commission expires:

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

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