FILE NO.: CMS-14-02112

Davidson County	DEEDTRS
Recvd: 04/10/15 10:57	4 pgs
Fees:22.00 Taxes:0.00	
20150410-0031612	

Prepared by and Return to:
Rubin Lublin TN, PLLC
119 S. Main Street, Suite 500
Memphis, TN 38103
CMS-14-02112

ADDRESSES NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBER:
SECRETARY OF HOUSING AND URBAN DEVELOPMENT, his successors and assigns	SECRETARY OF HOUSING AND URBAN DEVELOPMENT, his successors and assigns	09503007400
c/o Michaelson, Conner, and Boul 4400 Will Rogers Parkway Suite 300 Oklahoma City, OK 73108	c/o Michaelson, Conner, and Boul 4400 Will Rogers Parkway Suite 300 Oklahoma City, OK 73108	

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by that certain Deed of Trust dated May 22, 2008 and recorded June 13, 2008, at **Instrument Number 20080613-0061131**, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), **JAMES A. SPOON, SR.** ("Borrower") conveyed to CTC REAL ESTATE SERVICES, 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 May 22, 2008, (the "Note"), which obligation is presently held by **BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP**; 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 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 CTC REAL ESTATE SERVICES, said appointment being set forth in **Instrument Number 20140728-0066721** 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 September 11, 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 August 14, 2014, August 21, 2014, August 28, 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 September 11, 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., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP** at the price of **One Hundred Seventy-Seven Thousand Nine Hundred Seventy-Nine and 36/100 ($177,979.36)** this being the highest, last and best bid; and

WHEREAS, **BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP**, as successful purchaser at said sale, transferred and assigned its bid to SECRETARY OF HOUSING AND URBAN DEVELOPMENT, his successors and assigns.

NOW, THEREFORE, Rubin Lublin TN, PLLC, Substitute Trustee as aforesaid, in consideration of the premises and the sum of One Hundred Seventy-Seven Thousand Nine Hundred Seventy-Nine and 36/100 ($177,979.36) to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto **SECRETARY OF HOUSING AND URBAN DEVELOPMENT, his successors and assigns** ("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:

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

BEING LOT NO. 127 ON THE PLAN OF MERRY OAKS, AS OF RECORD IN PLAT BOOK 1835, PAGE 67 & 68, REGISTER`S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH SAID PLAN REFERENCE IS HEREBY MADE FOR A MORE COMPLETE AND ACCURATE LEGAL DESCRIPTION THEREOF.

The source of title is recorded at Instrument Number 20010302-0019731, in the Register's Office for Davidson County, Tennessee.

This property is now or was formerly known as 2321 SWEETWOOD RD, NASHVILLE, TN 37214.

This entity is tax exempt.

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 SEP 12 2014, 20___.

Rubin Lublin TN, PLLC

Printed Name: Victor Kang

Title: Member, Rubin Lublin, LLC, the sole member of Rubin Lublin TN, PLLC

STATE OF GEORGIA)
COUNTY OF GWINNETT)

Before me, J.Z. Marshall-Clarke, of the state and county aforesaid, personally appeared Victor Kang, member of Rubin Lublin, LLC, the sole member of Rubin Lublin TN, PLLC, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged himself/herself to be a Member of Rubin Lublin, 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 Peachtree Corners, GA, ____, this ___ day of SEP 12 2014, 20___.

Notary Public

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

My commission expires:

1/20/18

STATE OF GEORGIA)
COUNTY OF GWINNETT)

The actual consideration or value, whichever is greater, for this transfer is $177,979.36.

WITNESS my hand and seal at office in this ___ day of SEP 12 2014, 20___.

Printed Name: Victor Kang

Title: Member, Rubin Lublin, LLC, the sole member of Rubin Lublin TN, PLLC

Sworn to and subscribed
before me this ___ day of SEP 12 2014, 20___.

Notary Public

My commission expires:

1/20/18

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

True Copy Certification

I, Victor Kang, 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, Victor Kang who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

SEP 12 [redacted]
Date

Notary's Signature

My Commission Expires: 1/20/15
Notary' Seal (if on paper)

J.Z. MARSHALL CLARKE NOTARY PUBLIC JACKSON COUNTY GEORGIA EXPIRES JAN. 20, 2015