



C&S No. 44-10-0637
Conventional

SUBSTITUTE TRUSTEE'S DEED

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WHEREAS Carl D. Rivers, a married man & Kimberly Rivers, his spouse signing pro forma to perfect lien only in order to secure the payment of one note for the sum set forth in said Note, payable to the order of Mortgage Electronic Registration Systems, Inc. acting solely as nominee for BNC Mortgage, Inc. a Delaware Corporation its successors and assigns, made, executed and delivered to Eldon L. Youngblood ESQ., Trustee, a certain Deed of Trust dated May 12, 2006, recorded in Vol. , Page or Clerk's File No. 2006062064 in the Deed of Trust Records of FORT BEND County, Texas to which Deed of Trust and its record reference is here made for a detailed description of said Note, the terms and covenants of said Deed of Trust, and the lands and premises there conveyed; said land being more particularly described as follows:

LOT TWENTY-FOUR (24), IN BLOCK SIX (6), OF QUAIL GREEN, SECTION ONE (1), A SUBDIVISION IN FORT BEND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 24, PAGE 12, OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS.

WHEREAS, said Note together with the liens securing same was transferred and assigned in due course for value before maturity to U.S. Bank National Association, as Trustee for the Structured Asset Investment Loan Trust, 2006-BNC3 and,

WHEREAS, it is provided in said Deed of Trust that failure to make any of the payments in the above described Note as the same became due and payable, or failure to comply with any or all of the covenants and conditions of said Deed of Trust, shall, at the option of:

U.S. Bank National Association, as Trustee for the Structured Asset Investment Loan Trust, 2006-BNC3
c/o American Home Mortgage Servicing Inc.
4875 Belfort Rd. #130
Jacksonville, FL 32256

hereinafter called Grantee, or the legal or equitable holder thereof, mature the whole of said Note and in such event or events and at the request of the owner or holder of said Note secured by said Deed of Trust, the said Trustee or his successors shall enforce said Trust by selling the hereinbefore described land and premises according to law, and in accordance with the provision of said Deed of Trust, all as more fully set out in said Deed of Trust; and,

WHEREAS, Default was made in the payment of said Note according to the terms, tenor and effect thereof, and the legal or equitable owner or holder of said Note, after all required notices were given, declared the whole Note immediately due and payable and the Trustee named in said Deed of Trust having been removed, the owner and holder of said indebtedness appointed the undersigned as Substitute Trustee, and requested the undersigned to sell said land and premises according to law and in accordance with the provisions of said Deed of Trust, in satisfaction of the indebtedness secured by said Deed of Trust; and,

WHEREAS, the holder of the debt by certified mail has given written notices to the debtors at their last known address that the debtor was in default under the terms of the Deed of Trust, giving the debtor notice to cure the default.

The default notice was given prior to the entire debt being accelerated and the notice of trustee sale given, and,

WHEREAS, the said land above described was advertised for sale, and written notices of sale were posted in accordance with the terms of said Deed of Trust and in accordance with the laws of the State of Texas pertaining to the foreclosure under the Deed of Trust, said land having been advertised for sale at least 21 days preceding the date of sale at the Courthouse Door of the County above set forth, and if provided by said Deed of Trust in two other public places in said land having been advertised to be sold at the door of the Courthouse of FORT BEND County, Texas, on 3/2/2010, the said date being the first Tuesday in said month; and,

WHEREAS, the holder of the debt requested the Substitute Trustee and by this instrument the Substitute Trustee swears, deposes and states under oath that there was served written notice of the proposed sale by certified mail at least twenty-one (21) days preceding the date of sale on each debtor obligated to pay such debt according to the records of such holder by deposit of the Notice, enclosed in a postpaid wrapper, properly addressed to each debtor at the most recent address shown by the records of the holder of the debt, in a post office or official depository under the care and custody of the United States Postal Service, and a copy of such Notice of Sale was filed with the County Clerk of such County at least twenty-one (21) days preceding the date of this sale.

WHEREAS, I, the said Substitute Trustee, after all prerequisites required by law and/or by said Deed of Trust have been duly satisfied by the holder of thee Note, and by said Substitute Trustee, did conduct the sale, said sale was conducted not earlier than 1:00:00 PM O'clock as set forth in the Notice of Sale and was concluded within three (3) hours of such starting time on the date for which said sale was advertised, offering the said land and premises for sale and conducting said sale in the area of the Courthouse designated by the Commissioners Court, pursuant to Section 51.002 of the Texas Property Code as the place where foreclosure sales are to take place and if no place was


designated by the Commissioners Court the sale was conducted at the place where the Notice of Trustee's Sale was posted in the County Courthouse; and,

WHEREAS at the said sale the said Grantee bid for said land and premises the sum of \$75,000.00 cash, which was the highest bid and best offer therefore, whereupon said land and premises were struck off and sold for said sum to the said Grantee in accordance with the terms and provisions of said Deed of Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That I, the said Substitute Trustee, named and appointed under the terms of said Deed of Trust, acting herein under and by virtue of the power conferred upon me by the said Deed of Trust, and in accordance with the laws of the State of Texas, for in consideration of the sum bid as aforesaid, which amount has been applied in accordance with the terms of said Deed of Trust on the indebtedness secured by it, do hereby bargain, sell and convey unto the said Grantee the said herein before described land and premises, together with all and singular the rights and appurtenances to the same in anywise belonging.

TO HAVE AND TO HOLD the said property unto the said Grantee, its successors and assigns, forever, in fee simple, and I, the said Substitute Trustee, acting in the capacity and manner aforesaid, by virtue of the power vested in me under the terms of said Deed of Trust, do hereby bind and obligate the said mortgagor(s), his (their) heirs, assigns, executors, and administrators to warrant and forever defend all and singular the right and title to said property unto the said Grantee its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this instrument on 3/2/2010.

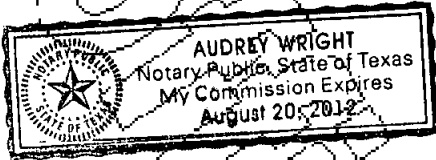


Jeff Leva
SUBSTITUTE TRUSTEE

AS PER ORIGINAL

Submitted

SWORN TO AND SUBSCRIBED to be Jeff Leva, Substitute Trustee, before me, the undersigned authority on 3/2/2010.



Audrey Wright

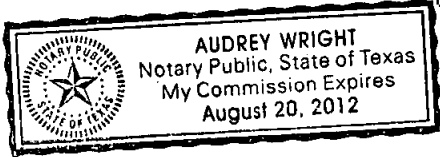
Notary Public in and for the State of Texas

My commission expires: _____

THE STATE OF TEXAS

COUNTY OF FORT BEND

THIS INSTRUMENT was acknowledged before me on 3/2/2010 by, Jeff Leva, Substitute Trustee.



Audrey Wright

Notary Public in and for the State of Texas

My commission expires: _____

AS PER ORIGINAL

RETURN TO:

Codilis & Stawiarski
650 N. Sam Houston Parkway East, Suite 450
Houston, TX 77060
(281) 925-5200

C&S 44-10-0637
Rivers, Carl D.
Conventional
American Home Mortgage Servicing Inc.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dianne Wilson

2010 Apr 05 05:13 PM

VG1 \$23.00

2010028917

Dianne Wilson COUNTY CLERK
FT BEND COUNTY TEXAS