SPECIAL WARRANTY DEED IN LIEU OF FORECLOSURE

THIS INDENTURE made and entered into on this 6 th day of November, 2009, by and between SHELIA G. SCOTT and MARY E. PENNINGTON, parties of the first part, and HSBC Mortgage Services, Inc., party of the second part.

WITNESSETH: that for and in consideration of Ten Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged and, as additional consideration, the full and complete cancellation of the indebtedness secured by the Deed of Trust of record as Instrument No. 20051018-0125525 in the Register's Office of Davidson County ("Trust Deed"), and, as additional consideration, the forbearance by the said party of the second part of its right to foreclose the Trust Deed, the said parties of the first part have bargained and sold and do hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, situated and being in the County of Davidson, State of Tennessee:

UNIT NO. 707, TOGETHER WITH THE CARPORT DESIGNATED NO. 707-C, IN RIVER PLANTATION, SECTION VIII, PHASE II, A CONDOMINIUM, A HORIZONTAL PROPERTY REGIME, LOCATED ON SAWYER BROWN ROAD, GENERAL GEORGE PATTON ROAD AND OLD HARDING PIKE, NASHVILLE, DAVIDSON COUNTY, TENNESSEE, AS SHOWN ON THE PLAT OF RIVER PLANTATION, SECTION VIII, PHASE II, CONDOMINIUM APARTMENTS, RECORDED IN BOOK 6900, PAGES 514, 515, 516 AND 517, AS AMENDED IN BOOK 6900, PAGE 654. ET SEQ, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND DESCRIBED IN A MASTER DEED RECORDED IN BOOK 7417, PAGES 396, ET SEQ, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH REFERENCE IS HEREBY MADE. THE EASEMENTS, RESTRICTIVE COVENANTS, CONDITIONS AND REGULATIONS IMPOSED UPON AND RELATING TO THE APARTMENTS, PROPERTY, CO-OWNERS AND TENANTS OF RIVER PLANTATION, SECTION VIII, PHASE II, CONDOMINIUM APARTMENTS, CONTAINED IN THE MASTER DEED AND BY-LAWS APPENDED THERETO, RECORDED IN BOOK 7417, PAGES 396-438, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, ARE INCORPORATED IN THIS DEED BY REFERENCE AND MADE A PART HEREOF THE SAME AS THOUGH COPIED HEREIN. THIS CONVEYANCE IS ALSO SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RIVER PLANTATION SECTIONS 8-11, UMBRELLA ASSOCIATION, INC. OF RECORD IN BOOK 7389, PAGE 924, REGISTER'S OFFICE FOR SAID COUNTY.

BEING THE SAME PROPERTY CONVEYED TO SHEILA G. SCOTT AND MARY E. PENNINGTON, AS JOINT TENANTS, WITH THE RIGHT OF SURVIVORSHIP, BY DEED FROM HAURY AND SMITH CONTRACTORS, INC., DATED 03/17/1989, OF RECORD IN BOOK 7798, PAGE 44, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TN.

707 GENERAL GEORGE PATTON ROAD, NASHVILLE, TN 37221

WHEREAS, the parties agree that this Deed in Lieu and the contemporaneously executed Surrender of Possession Agreement and the transactions contemplated herein are a mutual, full, and

Prepared By and Return To:

Richard J. Myers, Esq.
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BILL GARRETT, Davidson County
Trans:T20100001379 DEEDWARRSP
Recvd: 01/07/10 13:25 3 pgs
Fees:18.00 Taxes:490.62
20100107-0001615

complete settlement, discharge and release of the parties' claims relating to the Trust Deed, including, without limitation, their rights and obligations with respect to the rescission of the Trust Deed pursuant to the Truth-in-Lending Act, Federal Reserve Regulation Z, or any other applicable law; and parties of the first part further acknowledge that they have elected to proceed with this Deed in Lieu and the contemporaneously executed Surrender of Possession Agreement and the transactions contemplated herein in lieu of any other rights or actions that he might pursue with respect to rescission either now or in the future.

This conveyance being given in lieu of foreclosure of the aforesaid Deed of Trust of record as Instrument No. 20051018-0125525 in the Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, its heirs, successors and assigns in fee simple forever.

The said parties of the first part do hereby covenant with the said party of the second part that they alone are lawfully seized in fee of the aforedescribed real estate; that they have a good right to sell and convey the same; that the same is unencumbered; and, that the title and quiet possession thereto they will specially warrant and forever defend against the lawful claims of all persons.

The parties agree that this Deed in Lieu and the contemporaneously executed Surrender of Possession Agreement and the transactions contemplated herein are a mutual, full, and complete settlement, discharge and release of the parties' claims relating to the Trust Deed, including, without limitation, their rights and obligations with respect to the rescission of the Trust Deed pursuant to the Truth-in-Lending Act, Federal Reserve Regulation Z, or any other applicable law; and parties of the first part further acknowledges that they have elected to proceed with this Deed in Lieu and the contemporaneously executed Surrender of Possession Agreement and the transactions contemplated herein in lieu of any other rights or actions that they might pursue with respect to rescission either now or in the future.

The word "party" as used herein shall mean "parties" if it refers to more than one person or entity, and pronouns shall be construed according to their gender and number according to the context hereof.

WITNESS the signature of the party of the first part the day and year first above written.

Shelia G. Scott

Mary H. Pennington

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public in and for said State and County, the within named bargainor, SHELIA G. SCOTT, which whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, on Nov. 6, 2009.

L. Dianne Glasscock
Notary Public

My Commission Expires:

L. DIANNE GLASSCOCK
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires August 23, 2011

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public in and for said State and County, the within named bargainor, MARY E. PENNINGTON, which whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, on Nov. 6, 2009.

L Dianne Glasscock
Notary Public

My Commission Expires

L. DIANNE GLASSCOCK STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires August 23, 2011

(FOR RECORDING DATA ONLY)

Property Address: 707 General George Patton Rd.
Nashville, TN 37221-2460

Mail Tax Bills to:

HSBC Mortgage Services, Inc.
961 Weigel Drive
Elmhurst, Illinois 60126-1058
(630) 617-7354

Tax Map or Parcel Id. No.:
142090F70700CO

I, Richard J. Myers, hereby swear or affirm that to the best of affiant's information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $132,600.00, which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this 29th day of December, 2009.

Notary Public

My Commission Expires: 6-15-10

MEGHAN SHANKLIN STATE OF TENNESSEE NOTARY PUBLIC SHELBY COUNTY MY COMM. EXP. 6-15-2010

Grantors' Address:

Shelia G. Scott
Mary E. Pennington
2840 S. Church St., Apt. 1901
Murfreesboro, TN 37127

Grantee Address:

HSBC Mortgage Services, Inc.
961 Weigel Drive
Elmhurst, Illinois 60126-1058
(630) 617-7354