SPECIAL WARRANTY DEED IN LIEU OF FORECLOSURE

THIS INDENTURE made and entered into on this 15th day of November, 2010, by and between NANCY L. WORKS, single, party 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. 20070419-0046474, 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 party of the first part has bargained and sold and does 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:

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. 106 ON THE PLAN OF ROLLING RIVER ESTATES, PHASE III, OF RECORD IN BOOK 5200, PAGE 81, SAID REGISTER'S OFFICE, TO WHICH REFERENCE IS HEREBY MADE FOR A MORE COMPLETE AND ACCURATE LEGAL DESCRIPTION. BEING THE SAME PROPERTY CONVEYED FROM JOHN THOMAS REESE AND KATHRYN RAPER REESE TO NANCY L. WORKS BY DEED RECORDED MAY 30, 2002 IN INSTRUMENT NO. 20020530-0065865, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE. ADDRESS: 6940 STONE CREEK RD.; NASHVILLE, TN 372213321 TAX MAP OR PARCEL ID NO.: 141150B06400CO

Property address: 6940 Stone Creek 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 complete settlement, discharge and release of the party's 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 party of the first part further acknowledges that she has 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 she 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. 20070419-0046474 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 party of the first part does hereby covenant with the said party of the second part that she alone is lawfully seized in fee of the aforedescribed real estate; that she has 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.

Prepared By and Return To:

Richard J. Myers, Esq.
Apperson Crump PLC
6070 Poplar Avenue, Sixth Floor
Memphis, TN 38119-3954
(901) 756-6300

BILL GARRETT, Davidson County
Trans: T20100075560 DEEDWARRSP
Recvd: 12/01/10 10:10 3 pgs
Fees: 18.00 Taxes: 506.90

20101201-0095383

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 party's 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 party of the first part further acknowledges that she has 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 she 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 signatures of the party of the first part the day and year first above written.

Nancy L Works

NANCY L. WORKS

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

WITNESS my hand, at office, on November 15th, 2010.

Notary Public

My Commission Expires: 3/3/14

SCOTT HOBLSOMER
NOTARY PUBLIC
DAVIDSON COUNTY

(FOR RECORDING DATA ONLY)

Property Address: 6940 Stone Creek Road
Nashville, TN 37221

Mail Tax Bills to:

HSBC Mortgage Services, Inc.
2929 Walden Ave.
Depew, NY 14043

Tax Map or Parcel Id. No.:

141150B06400CO

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 $ 137,000.00 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 18th day of November, 2010.

Notary Public

My Commission Expires: 12/12/13

Grantors' Address:

Ms. Nancy L. Works
7160 Commonwealth Circle
Nashville, TN 37221

Grantee Address:

HSBC Mortgage Services, Inc.
2929 Walden Ave.
Depew, NY 14043