SPECIAL WARRANTY DEED IN LIEU OF FORECLOSURE

THIS INDENTURE made and entered into on this 20th day of December, 2010, by and between WILLIAM J. GUPTON, III, 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. 20041202-0143693, in the Register's Office of Davidson County, Tennessee ("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:

BEING LOT NO. 22 ON THE PLAN OF WILLOW TRACE SUBDIVISION, PHASE 2 OF RECORD IN PLAT BOOK 7900, PAGE 46, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAN REFERENCE IS HEREBY MADE FOR A MORE COMPLETE AND DETAILED DESCRIPTION.

BEING THE SAME PROPERTY CONVEYED TO WILLIAM J. GUPTON, III, BY PAMELA JEAN WINTERS, BY DEED OF EVEN DATE AND RECORDED IN INSTRUMENT NUMBER 20041202-0143692, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

WHEREAS, said Trust Deed and the indebtedness it secured were conveyed by Decision One Mortgage Company, LLC, original beneficiary thereunder, to party of the second part, by instrument recorded in said Register's Office.

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 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 party of the first part further acknowledges that she 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 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. 20041202-0143693, 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.

Prepared By and Return To:

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

BILL GARRETT, Davidson County
Trans:T20110001654 DEEDWARRSP
Recvd: 01/07/11 12:26 3 pgs
Fees:18.00 Taxes:325.23
20110107-0002243

The said party of the first part does hereby covenant with the said party of the second part that he alone is lawfully seized in fee of the aforedescribed real estate; that he has a good right to sell and convey the same; that the same is unencumbered; and, that the title and quiet possession thereto she 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 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 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.

WILLIAM J. GUPTON, III

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public in and for said State and County, the within named bargainor, WILLIAM J. GUPTON, III, 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 Dec. 30th, 2010.

Christine M. Megna
Notary Public

My Commission Expires: 1-6-2014

CHRISTINE M. MEGNA
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN
My Commission Expires JAN 6, 2014

(FOR RECORDING DATA ONLY)

Property Address: 1313 Rock Creek Trace
Whites Creek, TN 37189

Mail Tax Bills to:

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

Tax Map or Parcel Id. No.:
049160A06600CO

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 $87,900.00, 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 27th day of December, 2010.

Notary Public

My Commission Expires: 12/10/13

Grantor's Address:

Mr. William J. Gupton, III
1111 Riverchase Blvd.
Madison, TN 37115
615-400-2947

Grantee Address:

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

DIANA L. OWEN
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY