BILL GARRETT, Davidson County
Trans:T20110001926 DEEDWARR
Recvd: 01/10/11 11:17 3 pgs
Fees:18.00 Taxes:595.21
20110110-0002638

PREPARED BY AND RETURN TO:
Joe M. Kirsch, Attorney
555 Perkins Road Extended, Second Floor
Memphis, TN 38117
(901)767-5566
Fax (901)761-5690
S&K File No: 10-012169

DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS, that John T. Manning Jr., the Grantor(s), for and in consideration of One Dollar ($1.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, and in consideration of the full cancellation and satisfaction for the mortgage indebtedness in favor of John T. Manning Jr., do give, grant, sell and convey to HSBC Mortgage Services, Inc., its successors and assigns all the following described real property located in Davidson County, Tennessee, to wit:

> Lot Number 97 on the Plan of Cumberland Station at Wilson Camp, Section Five, as shown on plat of record in Instrument Number 200601180006553, Register's Office for Davidson County, Tennessee, to which said plan reference is hereby made for a more complete and accurate legal description thereof.

"This legal description is identical with that Deed recorded in Instrument No. 20061204-0149039, in said Register's Office."

Being the same property conveyed unto the grantor by Warranty Deed at Instrument Number 20061204-0149038, recorded in Davidson County Tennessee, in said Register's Office.

Subject to all matters as set forth per Instrument Number 200601180006553, Register's Office of said County.

Restrictive Covenants of record in Instrument Numbers 200110150112096, 200411150136853, 200602130017249 and Book 10585, Page 496, Register's Office of said County.

Subject to Deed to H.O.A. of record in Instrument Number 200602130017248, said Register's Office.

Subject to storm water det. Agreement of record in Instrument Number 200311140166975, 200305120063102 and 200505110053113, said Register's Office.

Subject to Charter of record in Instrument of record in Instrument Number 200110170113082, said Register's Office.

TO HAVE AND TO HOLD the above granted and bargained premises with the appurtenances thereunto belonging, unto the said GRANTEE, his successors and assigns forever. The said GRANTOR does covenant for his/herself, him/her heirs, executors and assigns, that at the signing of these presents, he/she is well seized of the above described premises as a good and indefeasible estate in fee simple, and has good right to bargain and sell the same clear from all encumbrances whatsoever, and that he/she and his/her heirs, executors and assigns will warrant and defend said premises, with the appurtenances thereunto belonging, unto said GRANTEE, his/her successors and assigns, against all lawful claims and demands whatsoever.

WHEREAS, John T. Manning Jr., agree that this Surrender of Possession Agreement and the transactions contemplated herein are a mutual, full and complete settlement, discharge and release of Grantor's and Grantee's claims relating to the mortgage, including, without limitation, their rights and obligations with respect to the rescission of the mortgage pursuant to the Truth-

in-Lending Act, Federal Reserve Regulation Z, or any other applicable law, and John T. Manning Jr., further acknowledge(s) that they have elected to proceed with this 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.

WITNESS the HAND and SEAL of the GRANTOR on this 21 day of December, 2010.

John T. Manning Jr
John T. Manning Jr.

STATE OF Tennessee
COUNTY OF Davidson

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared John T. Manning Jr., with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) executed the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

Witness my hand and Notarial Seal at office this 21 day of December, 2010.

Notary Public

My Commission Expires: May 08, 2012

MARCIA H. DAVIS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

I, or we hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater is **$160,867.21** which amount is equal to or greater that the amount which the property transferred would command at a fair and voluntary sale.

Luis Rivera
V.P. Admin Services

Affiant

Subscribed and sworn to before me this 30 day of December, 2010.

Notary Public

My Commission Expires: 12/10/2013

ANA BOUSONO
MY COMMISSION # DD 945721
EXPIRES: December 10, 2013
Bonded Thru Notary Public Underwriters

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:

HSBC Mortgage Services, Inc., 636 Grand Regency Blvd, Brandon, FL 33510

Property Address:
1009 Pawnee Trail
Madison, TN 37115
Map Parcel I.D. #053090B18200CO