PREPARED BY AND RETURN TO:
Shapiro & Kirsch, LLP, Attorney
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S&K# 10-008097

BILL GARRETT, Davidson County
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Recvd: 04/04/11 11:07 3 pgs
Fees:18.00 Taxes:380.26
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DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS, that Frances J. Criscoe now known as Frances Joy Kimmons and Kelly S. Higgins, 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 Frances J. Criscoe now known as Frances Joy Kimmons and Kelly S. Higgins, do give, grant, sell and convey to Beneficial Tennessee Inc., its successors and assigns all the following described real property located in Davidson County, Tennessee, to wit:

A certain tract or parcel of land in Davidson County, State of Tennessee, described as follows to wit:

Land in Davidson County Tennessee being Unit No. 1304 with Carport designated No. 1304-C, (also known as No. C-90) on the Plan of River Plantation, Section 7, Phase I, a Condominium Apartment, of record in Plat Book 5200, Pages 705 and 706, and as in Book 6392, Page 321, Register Office of Davidson County, Tennessee, to which said plan reference is made for a more complete and accurate legal description, thereof.

"This legal description is identical with that Deed recorded at Instrument Number 20050202-0012268, in said Register's Office."

Being the same property conveyed unto the grantor, by Warranty Deed of record at Book 10177, Page 617, recorded in Davidson County Tennessee, in 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, Frances J. Criscoe now known as Frances Joy Kimmons and Kelly S. Higgins 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 Frances J. Criscoe now known as Frances Joy Kimmons and Kelly S. Higgins 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 24th day of March, 2011.

Frances J. Criscoe now known as Frances Joy Kimmons

Kelly Higgins

STATE OF Tennessee
COUNTY OF Davidson

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Frances J. Criscoe now know as Frances Joy Kimmons and Kelly S. Higgins with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) executed the foregoing instrument, and acknowledged that they executed the same for the purposes therein contained.

Witness my hand and Notarial Seal at office this 24th day of March, 2011.

Notary Public

My Commission Expires: January 6, 2015

JENNIFER M. WILLIAMS
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 **$102,722.90** which amount is equal to or greater that the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this 28 day of March, 2011.

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:
1304 General George Patton
Nashville, TN 37221
Map Parcel I.D. No.: 142090E09000C0

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