BILL GARRETT, Davidson County
Trans:T20110021753 DEEDWARR
Recvd: 04/13/11 10:35 3 pgs
Fees:18.00 Taxes:717.85
20110413-0028470

PREPARED BY AND RETURN TO:
Shapiro & Kirsch, LLP, Attorney
555 Perkins Road Extended, Second Floor
Memphis, TN 38117
(901)767-5566
Fax (901)761-5690
S&K File No: 11-017453

DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS, that Steven L. Underwood and Kimberly K. Underwood, 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 Steven L. Underwood and Kimberly K. Underwood 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:

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

Land in Davidson County, Tennessee, being Lot No. 229 on the Plan of Rolling River Estates, Phase X, as of record in Plan Book 6200, Page 53, register's Office for said county, to which plat reference is hereby made for a more complete and accurate legal description.

Subject to any and all existing restrictions and easements of record.

"This legal description is identical with that Deed recorded at Instrument Number 20050726-0086899, in said Register's Office."

Being the same property conveyed unto grantor by Warranty Deed of record at Book 11502, Page 717, 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, Steven L. Underwood and Kimberly K. Underwood, 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 Steven L. Underwood and Kimberly K. Underwood, 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 1st day of April, 2011.

Steven L. Underwood

Kimberly K. Underwood

STATE OF Tennessee
COUNTY OF Sumner

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Steven L. Underwood and Kimberly K. Underwood 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 1st day of April, 2011.

KENDARA BANKS NOTARY PUBLIC AT LARGE SUMNER COUNTY, TENN.

Notary Public

My Commission Expires: 2/28/2012

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 **$194,013.17** 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 7 day of April, 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:
1009 River Ridge
Nashville, TN 37221
Map Parcel I.D. No : 141150C06600C0