SPECIAL WARRANTY DEED IN LIEU OF FORECLOSURE

THIS INDENTURE made and entered into on this 2ND day of April, 2011, by and between FRANCIS GARCIA and KENDRA BROWN, husband and wife, parties 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. 200610050123659, in the Register's Office of Davidson County, TN ("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 parties of the first part have bargained and sold and do 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:

> THE LAND REFERRED TO IN THIS COMMITMENT IS SITUATED IN THE STATE OF TENNESSEE, COUNTY OF DAVIDSON AND IS DESCRIBED AS FOLLOWS: BEING LOT NO. 83 ON THE PLAN OF BROOKVIEW ESTATES, SECTION 1, OF RECORD IN PLAT BOOK 4460, PAGE 103, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION. BEING THE SAME PROPERTY CONVEYED TO FRANCIS GARCIA AND KENDRA BROWN BY SPECIAL WARRANTY DEED FROM MORTGAGE GUARANTY INSURANCE CORPORATION, RECORDED ON THE 5TH DAY OF OCTOBER, 2006 IN INSTRUMENT NO. 20061005-0123658, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

WHEREAS, the Trust Deed and the indebtedness it secured originally benefitted Decision One Mortgage Company, LLC but same were assigned 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 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.

This conveyance being given in lieu of foreclosure of the aforesaid Deed of Trust of record as Instrument No. 20061005-0123659, 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 parties of the first part do hereby covenant with the said party of the second part that they alone are lawfully seized in fee of the aforedescribed real estate; that they have 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.

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

Prepared By and Return To:
Richard J. Myers, Esq.
APPERSON CRUMP PLC
6070 Poplar Avenue, Sixth Fl.
Memphis, TN 38119
(901) 756-6300

BILL GARRETT, Davidson County
Trans:T20110028552 DEEDWARRSP
Recvd: 05/12/11 15:53 3 pgs
Fees:18.00 Taxes:358.90
20110512-0036674

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 signatures of the parties of the first part the day and year first above written.

FRANCIS GARCIA

KENDRA BROWN,

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, a Notary Public in and for said State and County, the within named bargainor, FRANCIS GARCIA, 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 April 2, 2011.

Notary Public

My Commission Expires: 5/8/12

KORYNA PRADO
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, a Notary Public in and for said State and County, the within named bargainor, KENDRA BROWN,, 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 April 2, 2011.

Notary Public

My Commission Expires: 5/8/12

KORYNA PRADO
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

(FOR RECORDING DATA ONLY)

Property Address: 520 Janice Dr.
Antioch, TN 37013

Mail Tax Bills to:

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

Tax Map or Parcel Id. No.:
16210008300

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 $97,000.00 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 5th day of April, 2011.

Notary Public

My Commission Expires: 11-8-14

Grantors' Address:

Francis Garcia and
Kendra Brown
1016 Cheryl Lane
Lavergne, TN 37086

Grantee Address:

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

TANGELA PEARSON
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY
My Comm. Exp. 11-08-2014