After Recording Return to:
SECURED LENDING SERVICES
290 BILMAR DRIVE
PITTSBURGH, PA 15205

This document prepared by:

PAUL JUNGERS, ESQ.
8940 MAIN STREET
CLARENCE, NY 14031
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Davidson County DEEDWARR
Recvd: 05/11/12 12:01 5 pgs
Fees:28.00 Taxes:537.84
20120511-0041049

Tax ID No.: 135-14-0A-084.00

DEED IN LIEU OF FORECLOSURE

THIS INDENTURE made and entered into on this 23 day of April, 2012, by and between DONALD MONTS AND AVIKKI MONTS, HUSBAND AND WIFE, of 727 BELL ROAD, APT. 1112, ANTIOCH, TN 37013 hereinafter referred to as Grantor(s) and HSBC MORTGAGE SERVICES, INC., of 636 GRAND REGENCY BOULEVARD, BRANDON, FL 33510, hereinafter referred to as Grantee(s).

WITNESSETH: That the said Grantors, for and in consideration of the sum of TEN ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, have this day given, granted, bargained, sold, conveyed and confirmed and do by these presents give, grant, bargain, sell, convey and confirm unto the said Grantee following described real estate located in DAVIDSON County, TENNESSEE:

SEE ATTACHED EXHIBIT "A"

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

Prior instrument reference: DOCUMENT NUMBER 20010823-0090987, Recorded: 08/23/2001

TO HAVE AND TO HOLD the lot or parcel above described together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining unto the said Grantee and unto Grantee's heirs, administrators, successors or assigns, forever.

GRANTORS hereby covenant with and represent unto the said Grantee and unto his successors or assigns, that they are lawfully seized in fee of the lot or parcel of land above described; that the same is free from all liens and encumbrances except ad valorem taxes for the current tax year and subsequent years, restrictions, restrictive covenants and easements of record, if any; that they have a good and lawful right to sell and convey the same as aforesaid and that they will forever warrant and defend the title to same unto the said Grantee and unto his successors or assigns, forever, except as to said taxes, restrictions, restrictive covenants and easements of record, if any.

Assessor's parcel No. 135-14-0A-084.00

CONDITION AGAINST MERGER: acceptance of this deed by the grantee shall not cancel the existing mortgage from the Grantor to HSBC MORTGAGE SERVICES, INC., nor shall acceptance result in a merger of the mortgage lien into the fee simple conveyed hereby. The existing mortgage from the Grantor to the Grantee shall be cancelled only by a separate written instrument executed and recorded in the accordance with the law.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals on this the day and year first above written.

DONALD MONTS

AVIKKI MONTS

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, the undersigned notary public of the aforesaid County and State, DONALD MONTS, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he/she executed the within instrument for the purposes therein contained.
Witness my hand, at offices, the 25th day of April, 2012.

Notary Public
Commission expires: 01/06/14

NICK ECKERT STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, the undersigned notary public of the aforesaid County and State, Avikki Monts, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he/she executed the within instrument for the purposes therein contained.
Witness my hand, at offices, the 25th day of April, 2012.

Notary Public
Commission expires: 01/06/14

NICK ECKERT STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

VALUATION AFFIDAVIT

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 $145,362.89, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary audit.

Affiant Brian M. Kester - Agent

Subscribed and sworn ~~to before~~ me this 11 day of May, 2012.

Notary Public

Commission Expires 9/9/13

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Matthew W. Jones, Notary Public
Robinson Twp., Allegheny County
My Commission Expires Sept. 9, 2013
Member, Pennsylvania Association of Notaries

Name and address for person(s) responsible for taxes:

HSBC MORTGAGE SERVICES, INC.
636 GRAND REGENCY BOULEVARD
BRANDON, FL 33510

Name and address of property owner:

HSBC MORTGAGE SERVICES, INC.
636 GRAND REGENCY BOULEVARD
BRANDON, FL 33510

EXHIBIT A
LEGAL DESCRIPTION

A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 93 ON THE PLAN OF PINNACLE POINT SUBDIVISION, PHASE 3, OF RECORD IN PLAT BOOK 6900, PAGES 391-393, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH REFERENCE IS HEREBY MADE FOR A MORE COMPLETE AND DETAILED DESCRIPTION OF SAID LOT.

BEING THE SAME PROPERTY CONVEYED FROM TERRY L. SMITH AND TERESA W. SMITH, TENANCY NOT STATED TO DONALD MONTS AND AVIKKI MONTS, HUSBAND AND WIFE BY DEED RECORDED 8/23/01, IN INSTRUMENT #20010823-0090987 IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

THIS LOT IS PART OF A PLANNED UNIT DEVELOPMENT AND IS CONVEYED SUBJECT TO MASTER DEED, DECLARATION OF COVENANTS AND RESTRICTIONS, BY-LAWS OF PINNACLE POINT HOMEOWNERS ASSOCIATION, ALL AS MADE, PROVIDED AND SET OUT IN AN INSTRUMENT OF RECORD IN BOOK 7032, PAGE 730 THROUGH 777, BOTH INCLUSIVE, SAID REGISTER'S OFFICE, ARTICLES OF INCORPORATION OF PINNACLE POINT HOMEOWNERS ASSOCIATION OF RECORD IN BOOK 7058, PAGE 234 THROUGH 239, BOTH INCLUSIVE.

SAID REGISTER'S OFFICE, THE PLAN OF RECORD IN BOOK 6900, PAGE 140 AND 141, SAID REGISTER'S OFFICE, THE PLAN OF RECORD IN BOOK 6900, PAGE 391, 392 AND 393, SAID REGISTER'S OFFICE, RESTRICTIVE COVENANTS OF RECORD IN BOOK 6403, PAGE 169, SAID REGISTER'S OFFICE, AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD IN BOOK 7057, PAGE 739, SAID REGISTER'S OFFICE, AND CERTIFICATE OF ACKNOWLEDGMENT AND OATH OF RECORD IN BOOK 7065, PAGE 959, SAID REGISTER'S OFFICE, DEED OF CONVEYANCE TO METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, OF RECORD IN BOOK 7097, PAGE 158, SAID REGISTER'S OFFICE AND TO ALL APPLICABLE LOCAL GOVERNMENT PLANNING, BUILDING AND ZONING REGULATION.

THIS CONVEYANCE IS MADE SUBJECT TO ALL RESTRICTIONS, EASEMENTS, ZONING AND PLANNING ORDINANCES, AND HEALTH DEPARTMENT REGULATIONS THAT MAY AFFECT THE PREMISES AND EASEMENTS AND RESTRICTIONS RECORDED IN PLAT BOOK 6900, PAGES 391-393.

PARCEL ID NO: 135-14-0A-084.00

PROPERTY COMMONLY KNOWN AS: 425 BLACK MOUNTAIN DRIVE, ANTIOCH, TN 37013

True Copy Certification

I, Brian M. Kester, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

B M. K

Signature

State of Pennsylvania

County of Allegheny

Personally appeared before me, Matthew W. Jones, a notary public for this county and state, Brian M. Kester, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: 9/9/13

Notary' Seal (if on paper)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Matthew W. Jones, Notary Public
Robinson Twp., Allegheny County
My Commission Expires Sept. 9, 2013
Member, Pennsylvania Association of Notaries