Instrument prepared by and return to:
LandCastle Title
3343 Aspen Grove Dr, Suite 240
Franklin, TN 37067
615-503-9901

BILL GARRETT, Davidson County
Trans:T20140029579 DEEDWARR
Recvd: 04/30/14 15:14 5 pgs
Fees:28.00 Taxes:201.40
20140430-0036443

DEED IN LIEU OF FORECLOSURE

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILL TO:	MAP/PARCEL NUMBERS:
Bank of America, N.A.	Same as New Owners	31L A 28.00
(Name)	(Name)	
30870 Russell Ranch		
(Address)	(Address)	
Westlake Village, CA 91362		
(City) (State) (Zip)	(City) (State) (Zip)	

THIS INDENTURE made this 28th day of February, 2014, by and between Zachary P. Boyce and wife, Tess Boyce, hereinafter called Grantor(s) and Bank of America, N.A., hereinafter called Grantee, its successors and assigns.

WHEREAS, Zachary P. Boyce and wife, Tess Boyce, and Bank of America, N.A. agree that this Deed in Lieu 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 Zachary P. Boyce and wife, Tess Boyce, further acknowledge(s) that they have elected to proceed with this Deed in Lieu 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.

WITNESSETH: That the Grantors, for and in consideration of the sum of One ($1.00) Dollar in hand paid, and the full satisfaction of the Deed of Trust Note herein described, convey and warrant unto said Grantee, its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

SEE ATTACHED EXHIBIT "A"

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption laws of said state where the above premises are situated.

TO HAVE AND TO HOLD the said real estate with the appurtenances, estate, title and interest thereto belonging to the said grantee, his heirs and assigns forever. Grantor covenants that is lawfully seized and possessed of said real estate in fee simple and has the right to convey it and that the same is unencumbered, except as stated herein as follows:

1. County taxes

Grantors further covenant and bind themselves, their heirs and representatives to warrant and forever defend the title to said real estate to said grantee, his heirs and assigns, against the lawful claims of all persons whatsoever.

Grantors do covenant with the said Grantee that they are lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered, except that;

THIS DEED is given in full cancellation and satisfaction of Grantee's certain Deed of Trust Note, given as security applicable to the above-described premises and the indebtedness secured by said Deed of Trust from Zachary P. Boyce, indebted to Tennessee Trust Mortgage, Inc., for $112,365.00 secured by Deed of Trust dated May 30, 2008, and recorded in Instrument # 20080611-0060147, Register's Office for Davidson County, Tennessee; Assigned to Bank of America as recorded in Instrument# 20120222-0015596, said Register's Office; Assigned to Taylor, Bean & Whitaker as recorded in Instrument# 20130829-0091271, said Register's Office; Further Assigned to Bank of America, N.A. in Instrument# 20130829-0091272, and not otherwise. Grantors will surrender and tender possession upon execution of this Deed.

Tess Boyce is joining in this conveyance to convey any marital interest she may have in the property described in Exhibit A.

Zachary P. Boyce and wife, Tess Boyce, and Bank of America, N.A. agree that this Deed in Lieu 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 Zachary P. Boyce and wife, Tess Boyce, further acknowledge(s) that they have elected to proceed with this Deed in Lieu 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 my hand this 28 day of February, 2014.

GRANTORS:

Zachary P. Boyce by Tess Boyce as Attorney-in-Fact

Tess Boyce

STATE OF Tennessee }
COUNTY OF Davidson }

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Tess Boyce. with whom I am personally acquainted and who upon oath acknowledged that he is the Attorney-in-fact for Zachary P. Boyce and has been authorized to execute the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, TN, this 28 day of Feb., 2014.

Courtney Powers
Notary Public

My Commission Expires: Jan. 9, 2018

COURTNEY POWERS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires JAN. 9, 2018

STATE OF Tennessee }
COUNTY OF Davidson }

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Tess Boyce. with whom I am personally acquainted and who upon oath acknowledged she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, TN, this 28 day of Feb., 2014.

Courtney Powers
Notary Public

My Commission Expires: Jan. 9, 2018

COURTNEY POWERS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires JAN. 9, 2018

STATE OF Tennessee }
COUNTY OF Davidson

The actual consideration or value, whichever is greater, for this transfer is $ 54,432.00

Zachary T Bogle by [illegible] as attorney in fact
Affiant

SWORN to and subscribed before me this 28 day of Feb, 2014.

Courtney Powers
Notary Public

MY COMMISSION EXPIRES: Jan. 9, 2018

COURTNEY POWERS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires JAN. 9, 2018

Exhibit "A"

Part Tract Number 8, on the plan of Forest Park Road Subdivision, as shown on plat of record in Book 843, Page 45, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Beginning at at point in the east margin of Forest Park Road, at the southwest corner of Tract Number 8 on said plan; thence South 86 degrees East 200 feet; thence North parallel with Forest Park Road 50 feet; thence North 86 degrees West 200 feet to the east margin of said road; thence South with said road, 50 feet to the beginning.

Being the same property conveyed to Zachary P Boyce by Warranty Deed of record at Instrument Number 20080611-0060146, Register's Office for Davidson County Tennessee, dated May 30, 2008.