Record 1st

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:T20140076101 DEEDWARR
Recvd: 10/08/14 12:17 4 pgs
Fees:23.00 Taxes:470.10
20141008-0093333

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	043140B0400C0
(Name)	(Name)	
30870 Russell Ranch		
(Address)	(Address)	
Westalek Village, CA 91362		
(City) (State) (Zip)	(City) (State) (Zip)	

THIS INDENTURE made this 6th day of February, 2014, by and between Francia Mercado and Rigoberto Mercado, husband and wife, hereinafter called Grantor(s) and Bank of America, N.A., hereinafter called Grantee, its successors and assigns.

WHEREAS, Francia Mercado and Rigoberto Mercado, 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 Francia Mercado and Rigoberto Mercado , 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 Francia Mercado and Rigoberto Mercado indebted to MERS, solely as nominee for Mortgage Investors Group, for $131,003.00 secured by Deed of Trust dated February 28, 2008, and recorded in Instrument#20080306-0022867; Assigned to Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP in Instrument# 20111005-0077008, Register's Office for Davidson County, Tennessee, and not otherwise. Grantors will surrender and tender possession upon execution of this Deed.

Francia Mercado and Rigoberto Mercado. 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 Francia Mercado and Rigoberto Mercado. 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 6th day of February, 2014.

GRANTORS:

Francia Mercado

Rigoberto Mercado

STATE OF Florida }
COUNTY OF Orange }

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

WITNESS my hand and official seal at BOA, Oh, this 6th day of February 2014.

Notary Public

SONILA GJIKURIA
Notary Public, State of Florida
Commission# EE 92107
My comm. expires May 9, 2015

My Commission Expires: May 9, 2015

STATE OF TN }
COUNTY OF Williamson }

The actual consideration or value, whichever is greater, for this transfer is $127, 053.23.

Affiant

SWORN to and subscribed before me this 6 day of February, 2014.

Notary Public

ANGELA HOWARD
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

MY COMMISSION EXPIRES: 4/24/2014

EXHIBIT "A"

Land in Davidson County Tennessee being Lot 44, Lanier Park, Phase One, as shown on plat of record in Instrument No 20021022-0129511, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed to Francia Mercado and Rigoberto Mercado in Warranty Deed recorded in Instrument 20060127-0010763.