Davidson County DEEDWARR
Recvd: 08/20/15 12:45 13 pgs
Fees:68.00 Taxes:1330.80
20150820-0084076

Commitment Number: 3370121-150161287

This instrument prepared by:
Jay A. Rosenberg, Esq., Member Tennessee Bar, Rosenberg LPA, Attorneys At Law, 3805 Edwards Road, Suite 550, Cincinnati, Ohio 45209 (513) 247-9605 Fax: (866) 611-0170.

Name And Address For Person(s) Responsible For Taxes:
HSBC MORTGAGE SERVICES INC
636 Grand Regency Blvd., Brandon, FL 33510.

After Recording Mail/Return To:
ServiceLink, A Black Knight Financial Services Company
10385 Westmoor Drive, Suite 100
Westminster, CO 80021
Attention: Denver DIL Title

DEED IN LIEU OF FORECLOSURE

KNOWN ALL MEN BY THESE PRESENTS, that **Robert E. Brooks** and **Cherese G. Brooks**, a married couple, whose mailing address is **150 WEST THOMPSON LANE, APT J202, MURFREESBORO, TN 37129**, hereinafter called grantors, for $1.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **HSBC MORTGAGE SERVICES INC**, whose tax mailing address is **636 Grand Regency Blvd., Brandon, FL 33510**, hereinafter called GRANTEE, and unto grantee's successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, situated in **Davidson County**, **Tennessee**, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION

SEE EXHIBIT "B" ATTACHED HERETO AS ESTOPPEL AFFIDAVIT

This being the identical property conveyed to the GRANTOR herein by Deed from recorded in **Instrument No. 20021023-0130127, Recorded 10/23/2002.**

To have and to hold the same unto the said grantee and grantee's successors and assigns forever.

This deed is absolute in effect and conveys fee simple title of the premises above described to the grantee and does not operate as a mortgage, deed of trust or security of any kind.

Grantor does hereby assign and transfer to grantee any equity of redemption and statutory rights of redemption concerning the real property and the mortgage described below.

Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under duress, undue influence or misrepresentation of grantee, its agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made.

The transfer of the Property to Grantee is voluntary and free of coercion and duress. This Deed in Lieu of Foreclosure relates to real property secured by the following mortgage or deed of trust:

SEE EXHIBIT "C" ATTACHED HERETO FOR DESCRIPTION OF MORTGAGE OR DEED OF TRUST

Grantor represents, warrants, covenants, and agrees as follows:

(i) the execution, delivery, and recordation of the Deed is intended to and shall effect an absolute conveyance and transfer of the Property and shall not constitute a mortgage, trust conveyance, or security interest of any kind therein;
(ii) it is the intention of Grantor to convey, and by the Deed, Grantor has conveyed to Grantee therein, all of Grantor's right, title, and interest absolutely in and to the Property;
(iii) Possession of the Property is intended to and will be surrendered to Grantee concurrent with the conveyance of title to Grantee;
(iv) Grantor shall have no right, title, lien, or claim, now or hereafter, on or against the Property or Grantee, all other rights, titles, liens, and claims of Grantor, by agreement, at law, or in equity being hereby expressly waived; and to the extent that any court shall seek to find any right, title, lien, or claim in favor of Grantor, Grantor agrees that such right, title, lien, or claim shall be limited to a right to damages and not to any lien or claim on the Property.

No Merger. Grantor agrees and acknowledges that its entry into this Deed in Lieu of Foreclosure and any other documents contemplated hereby shall not result in a merger of Assignee's interest under the Deed of Trust with Grantee's interest under the Deed in Lieu of Foreclsoure. The terms, covenants, representations, and warranties of this Agreement shall not merge into the Deed but shall survive the close of the transaction contemplated hereby.

In construction this deed and where the context so requires, the singular included the plural and the plural includes the singular and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

Representations and Warranties. Grantor represents, warrants, and acknowledges that:

(a) it is in default of its obligations under the Loan and the Note and that the unpaid principal balance thereof together with interest thereupon is immediately due and payable to **HSBC MORTGAGE SERVICES INC** without offset, defense, or counterclaim;

(b) the Note and the Deed of Trust or Mortgage are valid and binding agreements enforceable in accordance with their terms;

(c) Grantor is entering into this Release by Debtor freely and voluntarily, and free from any coercion or duress, having received the advice of both real estate and bankruptcy legal counsel.

Advice of Counsel. Grantor hereby agrees, represents, and warrants that it has had advice of competent counsel of its own choosing in negotiations for and the preparation of this Deed, or that Grantor has voluntarily forgone the advice of counsel, that Grantor has read this Deed or has had the same read to it by its counsel, that it has had this Deed has been fully explained by such counsel, and that it is fully aware of its contents and legal effect, even if Grantor did not voluntarily choose, of its own free will, to retain counsel.

RIGHT TO FORECLOSE

TRANSFEROR AGREES AND ACKNOWLEDGES THAT NOTHING CONTAINED HEREIN SHALL AFFECT, AND TRANSFEREE HEREBY EXPRESSLY RESERVES, THE RIGHT TO FORECLOSE THE "MORTGAGE", "DEED TO SECURE DEBT" OR "DEED OF TRUST" BY JUDICIAL OR, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONJUDICIAL FORECLOSURE AND, IN CONNECTION WITH ANY SUCH FORECLOSURE, TRANSFEROR AND/OR GUARANTOR MAY, IN TRANSFEREE'S SOLE DISCRETION, BE NAMED AS A PARTY DEFENDANT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRANSFEROR SHALL AGREE TO ANY CONSENT TO JUDGMENT (OR SIMILAR PROCESS) AVAILABLE TO TRANSFEREE, AND TRANSFEREE WILL BE PERMITTED TO SEEK, OBTAIN, AND SATISFY A JUDGMENT IN ANY SUCH FORECLOSURE PROCEEDINGS, PROVIDED, HOWEVER, THAT TRANSFEROR AND GUARANTOR SHALL NOT BE PERSONALLY LIABLE FOR SATISFACTION OF SUCH JUDGMENT. IF TRANSFEREE PURSUES ITS RIGHTS UNDER THIS SECTION, IT MAY DETRIMENTALLY AFFECT TRANSFEROR'S CREDIT RATING.

WITNESS the hand of said Grantor this 5th day of August, 2015.

Robert E. Brooks

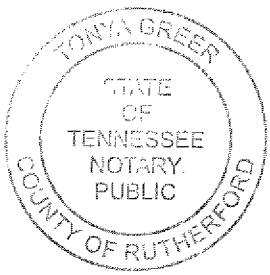
Robert E. Brooks

Cherese G Brooks

Cherese G. Brooks

STATE OF Tennessee
COUNTY OF Rutherford

The foregoing instrument was acknowledged before me on August 5th, 2015 by **Robert E. Brooks** and **Cherese G. Brooks** who are personally known to me or have produced Drivers License as identification, and furthermore, the aforementioned persons have acknowledged that their signatures were their free and voluntary act for the purposes set forth in this instrument.



Tonya Greer
Notary Public Expires 07/02/2017

Maximum principal indebtedness for Tennessee recording tax purposes is $359,675.25.
(On amendments or modifications, enter ONLY the amount of INCREASE, if any.)

State of Tennessee
County of Rutherford

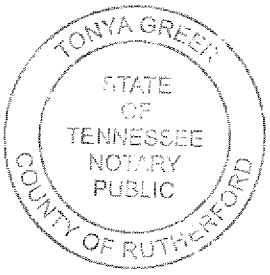
I/we hereby swear or affirm that the actual consideration for this transfer or the value of the property transferred, whichever is greater, is $359,675.25, which amount is equal to or greater than that which the property would command at a fair and voluntary sale.

Subscribed and sworn to before me

This 5th day of August, 2015.

Robert E. Brooks Cherese G Brooks
Affiant

Robert E. Brooks / Cherese G. Brooks
Print Name



(Seal)

Tonya Greer
Notary Public

My commission expires: 7/2/2017

Tonya Greer
Print Name

EXHIBIT A (LEGAL DESCRIPTION)

All that certain parcel of land situate in the County of Davidson, State of Tennessee, being known and designated as follows: Lot No. 19 on the Plan of Section 1B, Stone Creek Park, of record in PUD Boundary Plat in Book 9700, Page 266, amended in Book 9700, Page 389, Register's Office for said County, to which plan reference is hereby made for a more complete and accurate description.

Derivation Clause:

Being the same property as conveyed from Gregory E. Foote, unmarried to Robert E. Brooks and wife, Cherese G. Brooks, as described in Instr. No. 20021023-0130127, Dated 09/27/2002, Recorded 10/23/2002 in DAVIDSON County Records. Tax ID: 180 03 0A 019.00

COMMONLY known as: **101 HOLT BR., NASHVILLE, TN 37211**
Assessor's Parcel Number: **180 03 0A 019.00**

EXHIBIT "B"

ESTOPPEL AFFIDAVIT

STATE OF Tennessee
COUNTY OF Rutherford

Robert E. Brooks and Cherese G. Brooks, being first duly sworn, depose and say: That he/she/ they are the identical party or parties who made, executed, and delivered that certain Deed in Lieu of Foreclosure to **HSBC MORTGAGE SERVICES INC**, conveying the following described property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to **HSBC MORTGAGE SERVICES INC**, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of affiants as grantors in said deed to convey, and by said deed these affiants did convey to **HSBC MORTGAGE SERVICES INC**, therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to **HSBC MORTGAGE SERVICES INC**;

That in the execution and delivery of said deed affiants were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and were not acting under coercion or duress;

That aforesaid deed was not given as a preference against any other creditor or the deponents or either of them; that at the time it was given there was no other person or persons, firms or corporations, other than **HSBC MORTGAGE SERVICES INC**, who have interest, either directly or indirectly, in said premises; that these deponents are solvent and have not other creditors whose rights would be prejudiced by such conveyance, and that deponents are not obligated upon any bond or mortgage or other security whereby any lien has been created or exists against the premises described in said deed.

That the consideration for said deed was and is payment to affiants of the sum of $1.00 by **HSBC MORTGAGE SERVICES INC**, agreement to forebear taking any action against affiants to collect on the obligations secured by the mortgage described below, other than by foreclosure of that mortgage and to not seek, obtain or permit a deficiency judgment against affiants in such foreclosure action. The mortgage referred to herein as described as follows:

SEE EXHIBIT "C" ATTACHED HERETO FOR DESCRIPTION OF MORTGAGE OR DEED OF TRUST

At the time of making said deed in lieu of foreclosure affiants believed and now believe that the aforesaid consideration therefore represents the fair value of the property so deeded, or more.

This affidavit is made for the protection and benefit of **HSBC MORTGAGE SERVICES INC**, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

I understand and agree that I have waived or released any and all claims, known or unknown, that I have or might have against the Grantee and/or HSBC Mortgage Services, Inc; and/or Servicelink, and/or their accountants, agents, attorneys, directors, employees, managers, members, officers, servants, and/or shareholders.

That affiants, and each of them will testify, declare, depose, or certify before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted, to the truth of the particular facts hereinabove set forth.

I OR WE (THE BORROWER OR BORROWERS) UNDERSTAND THAT I OR WE HAD A RIGHT TO OBTAIN LEGAL ADVICE BEFORE SIGNING THE AFORESAID DEED. I OR WE HAVE EITHER DONE SO OR HAVE ELECTED TO PROCEED WITHOUT LEGAL ADVICE.

Dated: August 5th 2015

Robert E. Brooks

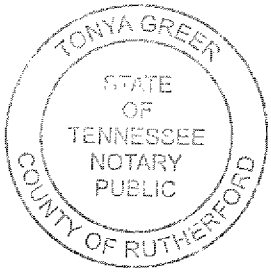
Robert E. Brooks

Cherese G Brooks

Cherese G. Brooks

STATE OF Tennessee
COUNTY OF Rutherford

The foregoing instrument was acknowledged before me on August 5th, 2015 by **Robert E. Brooks** and **Cherese G. Brooks** who are personally known to me or have produced Drivers License as identification, and furthermore, the aforementioned persons have acknowledged that their signatures were their free and voluntary act for the purposes set forth in this instrument.



Tonya Greer

Notary Public

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COMMONLY known as: **101 HOLT BR., NASHVILLE, TN 37211**
Assessor's Parcel Number: **180 03 0A 019.00**

GRANTOR(S) AFFIDAVIT

State of Tennessee
County of Rutherford

Robert E. Brooks and Cherese G. Brooks, named in the attached deed, being first duly sworn upon oath, each for himself or herself and not one for the other, deposes and says:

That he or she has read the attached deed and knows the contents thereof, and that every statement contained in the terms, warranties and covenants therein set forth is true of his or her own knowledge.

Robert E. Brooks

Robert E. Brooks

Cherese G Brooks

Cherese G. Brooks

STATE OF Tennessee
COUNTY OF Rutherford

The foregoing instrument was acknowledged before me on August 5th, 2015 by **Robert E. Brooks** and **Cherese G. Brooks** who are personally known to me or have produced Drivers License as identification, and furthermore, the aforementioned persons have acknowledged that their signatures were their free and voluntary act for the purposes set forth in this instrument.

Notary Public Expires 07/02/2017

TONYA GREER
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF RUTHERFORD

EXHIBIT C
(DESCRIPTION OF MORTGAGE(S) OR DEED(S) OF TRUST)

Deed of Trust Dated 06/19/2007, Recorded 07/02/2007 in the office of the Recorder of DAVIDSON County, Tennessee, in Instr. No. 20070702-0078686, executed by Robert E. Brooks and wife, Cherese G. Brooks to MERS, Inc. as nominee for Solstice Capital Group Inc., which states that it secured a debt in the principal sum of $379,000.00. Trustee: Transcontinental Title.

True Copy Certification

I, Tim Mercer, 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.

Signature

State of Colorado

County of Jefferson

Personally appeared before me, Sally Sabin a notary public for this county and state, Tim Mercer 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: 06/30/2016

Notary' Seal (if on paper)

SALLY A SABIN NOTARY PUBLIC STATE OF COLORADO