This instrument prepared by:
I. Dyke Tatum, Attorney
Suite 200, Realtors Building
306 Gay Street
Nashville, Tennessee 37201
Ft Box 30

BOOK 5863 PAGE 868

RECISSION AGREEMENT

This instrument of recission and correction entered into this 17th day of December, 1981, by Cyril H. Smith and wife, Nicolette P. Smith, herein referred to as Smiths and Wilkins, Adams, & Spicer, Attorneys, Trustee, hereinafter referred to as Trustee.

WHEREAS, default occurred in the terms, conditions and payments of a certain Deed of Trust executed by John H. Branham and wife, Barbara S. Branham of record in Book 5223, page 714, and Trustees advertised for sale at a Substitute Trustee's Sale the following described property in Davidson County, Tennessee, to-wit:

LAND in Davidson County, Tennessee, being Lot No. 118 on the plan of Section Three, Greenwood Hills, of record in Book 5050, page 10, Register's Office for said County.

SAID Lot No. 118 fronts 80.00 feet on the northeasterly margin of Scotwood Drive and extends back 152.0 feet on the northwesterly line and 158.03 feet on the southeasterly line to a dead line in the rear measuring 47.80 feet thereon.

BEING the same property conveyed to John H. Branham and wife, Barbara S. Branham by deed from Colonial Homes of record in Book 5223, page 712, Register's Office for Davidson County, Tennessee; and

BEING the same property conveyed to Cyril H. Smith and wife, Nicolette P. Smith by Substitute Trustee's Deed from Wilkins, Adams, & Spicer, Attorneys, Substitute Trustee, of record in Book 5827, page 360, Register's Office for Davidson County, Tennessee.

WHEREAS, said Trustee did sell said property to Smiths as high bidders in the amount of $38,399.26, said deed being recorded in Book 5827, page 360, said Register's Office; and

WHEREAS, John H. Branham and wife, Barbara S. Branham, by and though their attorney, filed a Chapter 13 Petition with the Federal Bankruptcy Court on December 2, 1981, thereby automatically staying any action of sale and voiding any transfer of said property,

NOW THEREFORE, for the purpose of complying with the automatic stay provisions of Section 362, of the Bankruptcy Reform Act of 1978, said Trustee and Smiths mutually agree and do hereby rescind the sale of said property as a result of the foreclosure sale conducted on December 3, 1981. Such recission hereby nullifies and negates the Substitute Trustee's Sale as conducted and returns the mortgagor's John H. Branham and Barbara S. Branham and the mortgagee, Commerce Union Bank, to their positions prior to the conducting of such sale.

Cyril H. Smith

Cyril H. Smith

Nicolette P. Smith

Nicolette P. Smith

WILKINS, ADAMS, & SPICER, Attorneys

BY: I. Dyke Tatum, Partner

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Cyril H. Smith and wife, Nicolette P. Smith, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 17 day of December, 1981.

W. O. Whitwell
Notary Public

My Commission Expires: 4-14-85

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named I. Dyke Tatum, Partner of Wilkins, Adams, & Spicer, Attorneys, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 19th day of December, 1981.

Notary Public

My Commission Expires: 3-1-86

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TAX
IDENTIF. REFERENCE
MAR 19 2 21 PM '82
FELIX P. WILSON
DAVIDSON COUNTY, TENN.