Box 77 87-40698

BOOK 7255 PAGE 694

AGREEMENT SETTING ASIDE SALE
AND RE-AFFIRMING VALIDITY OF DEED OF TRUST

This Agreement entered into by and between Rivers L. Perry, Jr. and wife, Bennie Ruth Perry, hereinafter referred to as "Perrys" and Tennessee Housing Development Agency this 2nd day of December, 1986.

WHEREAS, on the 6th day of October, 1983 the Perrys executed a certain Note and Deed of Trust to Warren H. Wild, Jr., conveyed to him as Trustee the real estate hereinafter described, said Deed of Trust being executed to secure the payment of $37,600.00, principal and interest, said Deed of Trust being recorded in Book 6155, page 136, Register's Office for Davidson County, Tennessee; and

Whereas, the holder of said Note, Tennessee Housing Development Agency, caused said note to be accelerated due to the delinquency on said loan and initiated steps toward foreclosure, and

WHEREAS, Perrys offered payment for reinstatement of their delinquent loan and the foreclosure was concluded without the knowledge of such reinstatement and a Deed was recorded in Book 7050, page 338, Register's Office for Davidson County, evidencing such foreclosure, and

Whereas, the parties hereto desire to set aside such conveyance as being in error and to reinstate the parties' position prior to such recording.

It is Therefore Agreed, in consideration for the mutual promises herin made, the foreclosure sale and the resulting deed of reocrd in Book 7050, page 338, should be set aside and the ownership of said property restored to the Perrys. The Perrys hereby acknowledge and consent to setting aside the foreclosure sale and hereby specifically ratify the terms of the Deed of Trust originally executed by them and of record in Book 6155, page 136, Register's Office for Davidson County, Tennessee. The Perrys confirm the reinstatement of their loan and acknowledge the validity and priority of the Note and Deed of Trusts previously executed. All terms of said Note and Deed of Trust are hereby incorporated herein and nothing herein shall prohibit the holder of said note to exercise its rights thereunder in the event of a future delinquency by the Perrys.

This agreement shall be binding upon the heirs, successors or assigns of both parties.

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IDENTIFI REFERENCE

JUN 2 3 02 PM '87

REGISTER
DAVIDSON COUNTY, TN

831-40698

Rivers L. Perry, Jr.

Bennie Ruth Perry
Bennie Ruth Perry

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Tennessee Housing Development Agency
Aubrey B. Vaughan

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 Rivers L. Perry, Jr., and Bennie Ruth Perry, the bargainors, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the within instrument for the purposes therein contained. Witness my hand and official seal at Nashville, Tennessee, this 2 day DECEMBER 1986.

Notary Public

My Commision Expires: 11-12-89

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Aubrey B. Vaughan and Izola Davidson with whom I am personally acquainted or proved to be on the basis of satisfactory evidence, and who upon his (their) oath acknowledged himself (themselves) to be the Director, Mortgage Administration and Mortgage Counseling Officer respectively of the Tn. Housing Development Agency the within named bargainor, a corporation, and that he (they) as such Director, Mortgage Administration and Mtg. Counseling Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Aubrey B. Vaughan as such Director, Mortgage Administration, and attesting the same by the said Izola Davidson as such Mortgage Counseling Officer II.

Witness my hand and official seal at office at Nashville, Tennessee, on this the 19th day of May, 1987

Notary Public

My Commission Expires: 11-12-89

Prepared by: I. Dyke Tatum
200 Arena Place, 2001 Charlotte Av.
Nashvilee, Tn. 37203

Box 23