This instrument prepared by:
I. Dyke Tatum
Attorney at Law
Suite 200, Arena Place
2001 Charlotte Avenue
Nashville, Tennessee 37203

Davidson County DEEDTRS
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AGREEMENT TO SET ASIDE FORECLOSURE SALE AND REINSTATEMENT AND REAFFIRMATION OF NOTE AND DEED OF TRUST

This Agreement entered into by and among ROBIN BONNER, UNMARRIED, hereinafter referred to as the "Mortgagor(s)", and TENNESSEE HOUSING DEVELOPMENT AGENCY, as "Mortgagee"

WHEREAS, on the 30TH day of JUNE,1995, the Mortgagor executed a deed of trust to secure the payment of a promissory note of even date in the original principal amount of FORTY-THREE THOUSAND SIX HUNDRED NINE DOLLARS and 00/100 ($43,609.00) payable to the Mortgagee; and

WHEREAS, said deed of trust was duly recorded in the Register's Office for DAVIDSON County, Tennessee in Book 9728, Page 218 and

WHEREAS, default occurred in the performance of the covenants, terms and conditions of the aforesaid deed of trust and pursuant to the terms thereof, the Mortgagee undertook to accelerate the note as a result of the delinquency in the payment of the note and initiated steps to foreclose the property pledged as collateral in said deed of trust; and

WHEREAS, the sale of the property described in the aforesaid deed of trust was held on APRIL 11, 1997 at 11:00 A.M. at the Front door of the Courthouse, DAVIDSON County, Tennessee, in which the following described property was bid in on behalf of the Mortgagee, said land being situated in Rutherford County, Tennessee, and more particularly described as follows, to wit:

PROPERTY LOCATED IN DAVIDSON COUNTY, TENNESSEE:

BEING LOT NO. 327 ON THE PLAN OF BORDEAUX GARDENS, SECTION I, OF RECORD IN BOOK 3300, PAGE 91, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO. 327 FRONTS 55 FEET ON THE SOUTHWESTERLY MARGIN OF CROWE DRIVE AND EXTENDS BACK 162.68 FEET ON THE NORTHWESTERLY LINE AND 151.34 FEET ON THE SOUTHEASTERLY LINE TO A DEAD LINE IN THE REAR, MEASURING 56.16 FEET THEREON.

BEING THE SAME PROPERTY CONVEYED TO ROBIN BONNER, UNMARRIED, BY DEED FROM LEDO GROUP OF RECORD IN BOOK 9728, PAGE 215, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

WHEREAS, a Trustee's Deed conveying said property to the highest and best bidder, TENNESSEE HOUSING DEVELOPMENT AGENCY was recorded on November 28, 2001 of record in Book 113, Page 2516, Register's Office for Rutherford County, Tennessee; and

WHEREAS, Mortgagor filed bankruptcy under case # 397-03352 and the automatic stay provisions were in effect as of the time of the foreclosure sale thereby invalidating said sale; and

WHEREAS, each of the parties to this agreement acknowledge that the Mortgagor has tendered funds necessary to reinstate the loan and under the circumstances it is deemed by the parties to be unfair to the Mortgagors to allow such sale to divest the Mortgagors of title to the aforesaid property; and

WHEREAS, the parties therefore have agreed to enter into this Agreement for the purpose of setting aside the foreclosure sale and the subsequent conveyance of the property on the ground that the same was in error for the reasons hereinabove stated and for the additional purpose of reinstating the parties' respective positions with respect to the aforesaid note and deed of trust prior to the date of such foreclosure sale and subsequent conveyance of the property;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

1. The Substitute Trustee's Deed reciting the terms and date of the foreclosure sale which deed was recorded on APRIL 11, 1997, in Book 10413, Page 13, is hereby set aside and the title to the property is hereby vested and restored to the Mortgagors subject to any encumbrances that existed on APRIL 11, 1997, including but not necessarily limited to the deed of trust of record in Book 9728, Page 218, Register's Office for DAVIDSON County, Tennessee.

2. The Mortgagor does hereby reaffirm and agree to be bound by each and every term and condition contained in the promissory note and deed of trust executed by him on JUNE 30, 1995,which deed of trust was recorded in Book 9728, Page 218, Register's Office for DAVIDSON County, Tennessee. The Mortgagors agree and acknowledge the validity and the priority of this promissory note and deed of trust herein referred to and do further agree that each and every term contained in the aforesaid instruments are deemed to be incorporated herein and that nothing that has transpired from and after APRIL 11, 1997 shall prohibit the lawful holder of said note and deed of trust from exercising all of the rights contained therein in the event of a future delinquency or default on the part of the Mortgagor.

IN WITNESS WHEREOF, the parties and/or the authorized officers/representatives/agents of the parties have caused this instrument to be executed on the dates set forth beside their respective names.

Date: 6-16-03

Robin Bonner
ROBIN BONNER

Date: June 16, 2003

TENNESSEE HOUSING DEVELOPMENT AGENCY

Title: Director, Mortgage Administration Division

STATE OF Tennessee

COUNTY OF Davidson

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Mark Davis, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who upon his (her) oath acknowledged himself (herself) to be the Director, Mortgage Administration of TENNESSEE HOUSING DEVELOPMENT AGENCY the within named bargainor, a corporation, and that he (she) as such Director, Mortgage Administration, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Mark Davis as such Director Mortgage Administration.

Witness my hand and official seal at Nashville Tennessee
On this 16th day of June, 2003.

DEBORAH A. ELLIS
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.
My Commission Expires SEPT. 30, 2006

My Commission Expires: 9-30-2006

Deborah A. Ellis
Notary Public

STATE OF TN

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the with ROBIN BONNER, the bargainor, 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 the 16th day of June, 2003.

Joni Bonner
NOTARY PUBLIC

NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

My Commission Expires: 5-30-04