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This instrument prepared by:
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Davidson County AGRMTWARR
Recvd: 08/18/03 13:07 3pgs
Fees:17.00 Taxes:0.00
20030818-0119358

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

This Agreement entered into by and among LINDA F. JOHNS hereinafter referred to as the "Mortgagor(s)", and I. DYKE TATUM, as Trustee and JAMES ROBERTS

WHEREAS, on the 7TH day of JULY,1994, the Mortgagors executed a deed of trust to secure the payment of a promissory note of even date in the original principal amount of FIFTY SEVEN THOUSAND FOUR HUNDRED THIRTEEN DOLLARS and 00/100 (57,413.00) payable to Union Planters Mortgage; and

WHEREAS, said deed of trust was duly recorded in the Register's Office for DAVIDSON County, Tennessee in BOOK 9401, PAGE 860, 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 August 13, 2003 at 11:00 A.M. at OUTSIDE THE DOOR OF THE REGISTER OF DEEDS OFFICE LOCATED AT 501 BROADWAY AT 501 BROADWAY, STE. 501, AT THE NORTHWEST ENTRANCE TO GAYLORD ENTERTAINMENT CENTER, NASHVILLE, TENNESSEE, in which the following described property was bid in on behalf of the Mortgagee, said land being situated in DAVIDSON County, Tennessee, and more particularly described as follows, to wit:

PROPERTY LOCATED IN DAVIDSON COUNTY, TENNESSEE:

PROPERTY LOCATED IN THE CITY OF ANTIOCH, DAVIDSON COUNTY, TENNESSEE:

BEING LOT NO. 169 ON THE PLAN OF HAYWOOD HILLS, SECTION III, AS OF RECORD IN BOOK 4460, PAGE 164, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH REFERENCE IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION OF SAID LOT.

BEING THE SAME PROPERTY CONVEYED TO LINDA F. JOHNS BY DEED FROM HAROLD E. HODGES AND WIFE, EVELYN M. HODGES OF RECORD IN BOOK 9401, PAGE 857, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

WHEREAS, a Trustee's Deed conveying said property to the highest and best bidder, JAMES ROBERTS was recorded on AUGUST 13, 2003 of record in Instrument 20030813-0116280 Register's Office for DAVIDSON County, Tennessee; and

WHEREAS, Mortgagor was give additional time beyond the sale date to reinstate her loan but Trustee was unaware of such until after the sale, 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 August 13, 2003, in Instrument 20030813-0116280, 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 August 13, 2003 including but not necessarily limited to the deed of trust of record in Book 9401, Page 860, 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 her on July 7, 1994,which deed of trust was recorded in Book 9401, Page 860, 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 August 13, 2003 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.

The purchaser at said sale, James Roberts, hereby joins in the execution of this agreement for the purpose of relishing an and all right, title, interest to said property.

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: 8/14/03

LINDA F. JOHNS

Date: 8/14/03

J. DYKE TATUM, TRUSTEE

Date: 8/14/03

JAMES ROBERTS

STATE OF Tennessee

COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the with LINDA F. JOHNS 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, TN, this the 14th day of August, 2003

Joyce Fultz
NOTARY PUBLIC

My Commission Expires: 3-26-05

STATE OF Tennessee

COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the with I. DYKE TATUM 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, TN, this the 14th day of August, 2003

Melanie L Waltz
NOTARY PUBLIC

My Commission Expires: 11/25/06

STATE OF Tennessee

COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the with JAMES ROBERTS 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, TN, this the 14th day of August, 2003

Melanie L Waltz
NOTARY PUBLIC

My Commission Expires: 11/25/03