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

Davidson County DOT
Recvd: 12/01/03 09:57 3pgs
Fees:17.00 Taxes:0.00
20031201-0172282

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

This Agreement entered into by and among VALERIE HORTON, A SINGLE WOMAN, hereinafter referred to as the "Mortgagor(s)", and PROVIDENT BANK, as "Mortgagee"

WHEREAS, on the 4TH day of OCTOBER ,1999, the Mortgagors executed a deed of trust to secure the payment of a promissory note of even date in the original principal amount of NINETY FOUR THOUSAND and 00/100 ($94,400.00) payable to the Mortgagee; and

WHEREAS, said deed of trust was duly recorded in the Register's Office for DAVIDSON County, Tennessee in BOOK 11692, PAGE 628, 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 22, 2003 at 11:00 AM 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 DAVIDSON County, Tennessee, and more particularly described as follows, to wit:

PROPERTY LOCATED IN DAVIDSON COUNTY, TENNESSEE:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 174 ON THE PLAN OF TOWNE VILLAGE OF THE COUNTRY, SECTION 2, OF RECORD IN PLAT BOOK 5200, PAGE 176 & 177, REGISTER'S OFFICE FOR SAID COUNTY, TO WHICH REFERENCE IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

BEING THE SAME PROPERTY CONVEYED TO VALERIE M. HORTON, A SINGLE WOMAN, BY DEED FROM TERRY B. HOLLEMAN AND WIFE, DEBBI HOLLEMAN OF RECORD IN BOOK 11692, PAGE 625, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

WHEREAS, a Trustee's Deed conveying said property to the highest and best bidder, PROVIDENT BANK was recorded on April 24, 2003,of record in Instrument 20030424-0055139, Register's Office for DAVIDSON County, Tennessee; and

WHEREAS, Mortgagor had tendered funds in an effort to reinstate her loan with the Mortgagee but Mortgagee was unaware funds were tendered prior to the foreclosure 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 24, 2003, in Instrument 20030424-0055139, 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 22, 2003, including but not necessarily limited to the deed of trust of record in Book 11692, Page 628, dated October 4, 1999, 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 October 4, 1999,which deed of trust was recorded in Book 11692, Page 628, Register's Office for Davidson County, Tennessee. The Mortgagor agrees and acknowledges 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 22, 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.

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: 11/18/03

VALERIE HORTON

Date: 11-10-03

PROVIDENT BANK
Scott Ellerbee
Title: Vice-President

STATE OF Georgia

COUNTY OF Clayton

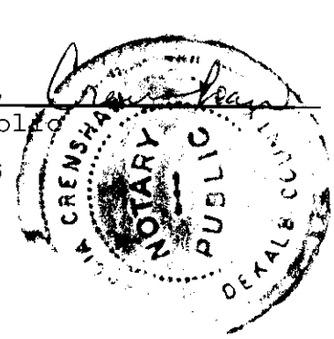
Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Scott Ellerbee,with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who upon his (her) oath acknowledged himself (herself) to be the Vice-President of PROVIDENT BANK the within named bargainor, a corporation, and that he as such Vice-President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said as such Vice-President.

Witness my hand and official seal at Atlanta, Georgia, On this 10th day of November, 2003.

Notary Public

Notary Public, DeKalb County, Georgia
My Commission Expires September 26, 2006

My Commission Expires:

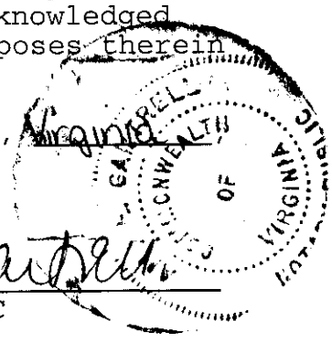


STATE OF Virginia

COUNTY OF Chesterfield

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the with VALERIE HORTON, 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 Midlothian, Virginia this the 18th day of November, 2003.



NOTARY PUBLIC

My Commission Expires: June 30, 2005