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Davidson Chancery Court

IN THE CHANCERY COURT OF DAVIDSON COUNTY TENNESSEE

WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION, as Trustee for ABFC Asset-Backed Certificates, Series 2004-OPT1	)	FO-2
Plaintiff,	)	**CIVIL ACTION FILE NO.**
	)	**05-1745-II**
CAMERON TODD GOWER,	)	II
Defendant.	)	

FILED
2006 JUN -7 AM 11:38
CLERK & MASTER
DAVIDSON CO. CHANCERY CT.

CONSENT JUDGMENT AND ORDER

COMES NOW Plaintiff Wells Fargo Bank Minnesota, National Association, as Trustee for ABFC Asset-Backed Certificates, Series 2004-OPT1 ("Wells Fargo"), by and through its undersigned counsel of record, and Defendant Cameron Todd Gower, by and through his undersigned counsel of record, and hereby jointly consent, agree, and respectfully request that this Court ORDER as follows:

(1) Defendant Cameron Todd Gower has acknowledged valid service of Wells Fargo's Complaint to Invalidate Foreclosure and has consented to the granting of the relief set forth in this Consent Order and Judgment.

(2) Plaintiff and Defendant have entered into an agreement to reinstate Defendant's mortgage loan, to restore the parties to their pre-foreclosure status and to return to Defendant title of the property commonly known as 202 Scalf Drive, Madison, Tennessee 37115, ("the Property), more specifically described as follows:

> Land in Davidson County, Tennessee, being Lot No. 165 on an unrecorded plan of the subdivision of Tract 1 and 13 in the Anderson Estates, a plan of which Estates is of record in Book 1130, Page 37, said Register's Office, and said lot of said unrecorded plan being described according to a survey made

Davidson County ORDER
Recvd: 07/03/06 08:20 5 pgs
Fees:27.00 Taxes:0.00
20060703-0078816

by Anderson and Gee, Surveyors, August 5, 1946, described as follows:

Beginning at a point on the easterly margin of Scalf Drive, said point being the common corner of Lots No. 165 and 166 of said subdivision, and which point is located 321.8 feet, more or less, from a concrete marker at the intersection of Scalf Drive and Dupont Avenue; thence eastwardly with the dividing line between Lots 165 and 166 154.6 feet to a point, said point being the common corner of Lots No. 111, 112, 165, and 166 of said subdivision; thence northerly with the dividing line between Lots No. 112 and 165 100 feet to a point; said point being the common corner of Lots No. 113, 112, 164 and 165; thence westerly with the dividing line between Lot no. 164 and 165, 155.9 feet to a point on the easterly margin of Scalf Drive; thence southerly with the easterly margin of Scalf Drive 100 feet to the point of beginning.

Being the same property conveyed to Cameron Todd Gower, a single person, by quitclaim deed from Anthony W. Gower, Sr., Alvin Tyler Gower and Cameron Todd Gower of record in Instrument Number 20000927-0095772 Registers Office for Davidson County, Tennessee.

This is improved property located at 202 Scalf Drive, Madison, Tennessee, 37115.

(3) Plaintiff's February 24, 2005 foreclosure sale, which was the subject of this action, shall be and hereby is invalidated, is null and void and of no force or effect.

(4) The Substitute Trustee's Deed (the "Substitute Trustee's Deed"), executed to convey legal title of the Property to Wells Fargo Bank, and recorded on or about March 10, 2005 the Office of the Register of Deeds for Davidson County, Tennessee, as Instrument No. 20050310-0026519, is invalidated, is null and void and of no force or effect.

(5) The Original Deed of Trust, executed and delivered to Suntrust Mortgage Inc. on or about September 8, 2003 by Defendant Cameron Todd Gower, and recorded on or about September 16, 2003, in the Office of the Register of Deeds for Davidson County, Tennessee, as Instrument No. 20030916-0136152, together with the September 16, 2003, Assignment of the Deed of Trust to Option One Mortgage Corporation, recorded on or about September 16, 2003, in the Office of the Register of Deeds for Davidson County,

Tennessee, as Instrument No. 20041116-0137190, and the subsequent October 12, 2004, Assignment of the Deed of Trust to WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION, as Trustee for ABFC Asset-Backed Certificates, Series 2004-OPT1, are reinstated and shall remain as a valid first-in-priority lien on the Property.

(6) Defendant Cameron Todd Gower is hereby instructed that he has Sixty (60) days from the date this Order is entered to bring his mortgage payments current in the amount of Eleven Thousand Nine Hundred Twenty Seven Dollars and Forty Nine Cents ($11,927.49), whether by payment of the arrearages or by refinance, before any further foreclosure action will take place. Said above amount is as of April 30, 2006 and does not include any further payments due before the execution of this order. Costs are taxed to the Plaintiff.

SO ORDERED AND ADJUDGED this __ day of _____, 2006.

CHANCELLOR, Chancery
Court of Davidson County

SO CONSENTED TO this 15th day of May, 2006.

Consented to by:

Thomas E. Stewart, w/express permission by Tom McEwen

Thomas E. Stewart, B.P.R.4139
Attorney for Defendant
333 Gallatin Road South
Madison, TN 37115
(615) 865-7000

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF ORIGINAL INSTRUMENT FILED IN MY OFFICE.
THIS 22nd DAY OF May 2006
CRISTI SCOTT, CLERK & MASTER
BY _____ DEPUTY

Consented to and prepared by:

Lori L. McGowan, Esq.
B.P.R. 023420
Attorney for Plaintiff
Morris, Schneider & Prior, LLC
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(770) 234-9181

COPIES TO ATTORNEYS AND PRO SE LITIGANTS
AT THE ABOVE ADDRESSES
DATE 6-7-06 CLERK

DISTRIBUTION LIST

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