Keith M. Lundin
U.S. Bankruptcy Judge
Dated: 02/26/10

BILL GARRETT, Davidson County
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UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE

In re: Ismail Ayine Adeyemo and Wosilet Olasunbo Adeyemo, Debtors.	Case No. 08-07672 Chapter 13 (Judge Lundin)
Ismail Ayine Adeyemo and Wosilet Olasunbo Adeyemo, Plaintiffs, v. Federal National Mortgage Association and Saxon Mortgage Services, Inc., Defendants.	Adv. Case No. 308-0393A

Attest:
A True Copy
Certified this 31st March 2010
U.S. Bankruptcy Court
By _____
Deputy Clerk

AGREED ORDER REGARDING SETTLEMENT OF ADVERSARY PROCEEDING AND TITLE TO REAL ESTATE AND IMPROVEMENTS LOCATED AT 617 COPPER RIDGE TRAIL, ANTIOCH, TENNESSEE 37013

This matter came before the Court on the settlement reached by and among Ismail Ayine Adeyemo and Wosilet Olasunbo Adeyemo (the "Plaintiffs"), Federal National Mortgage Association ("FNMA"), and Saxon Mortgage Services, Inc. ("Saxon") with respect to the above-styled adversary proceeding. Based upon the pleadings of record, the agreement of the parties, the arguments and representations of counsel, all other matters brought before the Court, and for good cause shown, the Court finds determines and concludes as follows:

1. The Plaintiffs acquired certain real property (the "Property") located at 617 Copper Ridge Trail, Antioch, Tennessee 37013, pursuant to that certain Deed of record as Instrument Number 20020814-0098259 in the Register's Office for Davidson County, Tennessee (the "Deed"). ~~The Property is more particularly described on Exhibit A attached hereto.~~

2. The Plaintiffs also have executed and delivered that certain Deed of Trust, in favor of Priority Trustee services of Tennessee, L.L.C., as trustee for FNMA, of record as Instrument Number 20070405-0041041 in the Register's Office for Davidson County, Tennessee (the "Deed of Trust").

3. The Deed of Trust secures the Plaintiffs' obligations under that certain note dated as of March 30, 2007 (the "Note") executed by the Plaintiffs and owned by FNMA.

4. Saxon serves as the servicer of the loan evidenced by the Note, as secured by the Deed of Trust (the "Loan").

5. FNMA asserted the existence of a default under the Deed of Trust and the Note and conducted a foreclosure sale on the Property on July 3, 2008 (the "Sale").

6. The Plaintiffs filed the above-styled adversary proceeding on October 17, 2008, seeking to, among other things, set aside the Sale.

7. The Plaintiffs, FNMA and Saxon (the "Parties") have a good faith dispute regarding whether the Sale was properly conducted. To avoid the cost and uncertainty of further litigation and trial, the Parties desire to compromise and settle the above-styled adversary proceeding, each without admitting any liability, and to adjust and settle their rights and obligations in connection with the above-styled adversary proceeding and the Loan.

Pursuant to an agreement between the Parties and pursuant to its lawful authority, the Court hereby **ORDERS, ADJUDGES AND DECREES** as follows:

A. The parties wish to stipulate and agree that reasonable grounds exist regarding the validity of the Sale. Accordingly, the Court orders and decrees that the Sale is declared null and void *ab initio* and the parties' rights, duties and obligations shall be restored to that existing prior to the Sale.

B. The Plaintiffs therefore have fee simple marketable title to the Property pursuant to the Deed.

C. FNMA has a good and valid first priority deed of trust lieu in and to the Property pursuant to the terms of the Deed of Trust.

D. The balance of the Note as of the date hereof shall be $208,600.00, to be repaid by the Plaintiffs pursuant to the terms of a separate loan modification agreement executed by the Parties.

E. The Parties are authorized to file this Agreed Order with the Register's Office for Davidson County, Tennessee or any other such filing or recording office, as necessary or appropriate to evidence the avoidance of the Sale and the reinstatement of the Loan, as modified, and this Order is deemed to be in recordable form sufficient to be placed in the filing or recording system maintained by any such filing or recording office.

CONSENTED TO:

/s/ Greg Atwood	/s/ Chris Hawkins	/s/ Wayne Young
Greg Atwood Atwood & McVay LLP 6953 Charlotte Pike Suite 401 Nashville, TN 37209	Chris Hawkins Bradley Arant Boult Cummings LLP One Federal Place 1819 Fifth Avenue North Birmingham, AL 35203	Wayne Young Fannie Mae International Plaza II 14221 Dallas Parkway Suite 1000 Dallas, Texas 75254-2916

This Order has Been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.