BILL GARRETT, Davidson County
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THIS INSTRUMENT PREPARED BY:
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Shapiro & Kirsch, LLP
555 Perkins Road Extended, Second Floor
Memphis, TN 38117
(901)767-5566
Case Number 08-005474

MUTUAL AGREEMENT TO RESCIND TRUSTEE'S SALE AND REINSTATE SECURITY INSTRUMENT

WHEREAS, on December 1, 2011, The Bank of New York Mellon, as Successor Trustee under NovaStar Mortgage Funding Trust, Series 2005-1, offered the subject real property for sale pursuant to the terms of the Deed of Trust executed by Pamela Kimbro, unmarried, Borrower, on March 7, 2005, in favor of NovaStar Mortgage, Inc. as recorded at Instrument No. 20050309-0026237, as modified by Instrument No. 20061108-0138764, in the Davidson County Register's Office on March 9, 2005, to the highest bidder at the Davidson County Courthouse in Tennessee, to wit:

Described property located in the City of Antioch, Davidson County, Tennessee, to wit:

Lot Number 17 on the plan of Debra Heights, Section 3 of Record in Book 4175, Page 6, Register's Office for Davidson County, Tennessee, to which plan reference is hereby for a more complete and detailed description.

Commonly known as: 724 Bowfield Court, Antioch, Tennessee 37013

Tax Parcel No.: 149.09-0-045.00

AND, WHEREAS, that at such time, an agent of The Bank of New York Mellon, as Successor Trustee under NovaStar Mortgage Funding Trust, Series 2005-1 struck off and sold the subject property to The Bank of New York Mellon, as Successor Trustee under NovaStar Mortgage Funding Trust, Series 2005-1 for the sum of $89,000.00. Said amount being the highest and best bid offered; and

WHEREAS, that subsequent to said sale, sufficient conditions arose to warrant the rescission of the sale and the restoration of all parties to the positions they held prior to the sale of the property; and

WHEREAS, the purpose and intent of this agreement is to restore all parties to the positions they held prior to the sale of the property, to rescind the sale held on December 1, 2011 and to set aside the Substitute Trustee's Deed in favor of The Bank of New York Mellon, as Successor Trustee under NovaStar Mortgage Funding Trust, Series 2005-1 as recorded in the Register's Office of Davidson County Tennessee on April 2, 2012 as Instrument No. 20120402-0027678.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) cash in hand paid by each party to the other, and other valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged by each party, it is hereby agreed as follows:

1. The aforementioned Substitute Trustee's sale is rescinded and the Substitute Trustee's Deed is set aside.

2. The Note and Deed of Trust for the subject real property described herein are hereby ratified and reinstated to their former status. Said Note and Deed of Trust are hereby revived and remain unreleased and unsatisfied.

3. As additional consideration for the reinstatement, the Borrower covenants and warrants that no intervening liens, including mechanics and materialmen's liens, have been recorded since the recording of the Deed of Trust described above; that there are no outstanding ownership interests in the above property; that there are no creditors whose rights will be prejudiced by the reinstatement; and that the reinstatement will not act as a preference against any other creditors of the Borrower.

STATE OF Tennessee
COUNTY OF Davidson

Pamela Kimbro

Pamela Kimbro, Borrower

SHERYL A. FRIEND
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

Personally appeared before me the undersigned notary public of the state and county aforesaid, duly commissioned and qualified, Pamela Kimbro, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged his/herself to have executed the foregoing instrument for the purposes therein contained by personally signing his/her name thereto.

Witness my hand and seal at office this 1st day of March, 2013.

Sheryl A Friend

Notary Public

3/8/16

My Commission Expires

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The Bank of New York Mellon, as Successor Trustee under NovaStar Mortgage Funding Trust, Series 2005-1 by Ocwen Loan Servicing, LLC as attorney-in-fact

BY: Benjamin Z. Karp

TITLE: Contract Management Coordinator

STATE OF FLORIDA
COUNTY OF PALM BEACH

Personally appeared before me the undersigned Notary Public of the state and county aforesaid, duly commissioned and qualified, Benjamin Z. Karp Contract Management Coordinator, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he/she is an authorized signatory of Ocwen Loan Servicing, LLC, attorney-in-fact for The Bank of New York Mellon, as Successor Trustee under NovaStar Mortgage Funding Trust, Series 2005-1, the within named bargainor, and who, being authorized so to do, executed the foregoing Instrument as an authorized signatory as the free act and deed of The Bank of New York Mellon, as Successor Trustee under NovaStar Mortgage Funding Trust, Series 2005-1 by its attorney-in-fact Ocwen Loan Servicing, LLC and for the purposes therein contained.

Witness my hand and seal at office this 13 day of Feb, 2013

Notary Public

Chris Heinichen
My Commission Expires

Notary Public State of Florida
Chris Heinichen
My Commission EE071207
Expires 08/07/2015

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