BOOK 9842PG836

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THIS INSTRUMENT PREPARED BY:

ANDERSON & JORDAN ESCROW CO., INC.
2323 Crestmoor Rd.
Nashville, TN 37215
615/386-9010

AFFIDAVIT OF HEIRSHIP

The undersigned, being first duly sworn, deposes and says that to the personal knowledge of the Affiants:

1. Dimple L. Brown and Robert E. Brown are the sole owners of the property identified in the attached Warranty Deed. (Hereinafter, the "Property.").

2. Dimple L. Brown died on or about May 23, 1995, and died intestate. Under Tennessee law and under the attached Warranty Deed, One-Half of the Property then became the Property of the heirs of Dimple L. Brown

4. The below named people are the only heirs of Dimple L. Brown and are the only persons who have any interest in the Property, and they are the only persons who have an interest in the estate of Dimple L. Brown:

A. Faye Thomas (daughter) and husband, Michael Thomas;
B. Jackie Jones (daughter), unmarried;
C. Robert E. Brown (son), unmarried;

5. No other party has ever made any claims regarding the Property.

NOW, THEREFORE, for value received, each party agrees:

1. All information in this document is correct.

2. No persons other than the above listed sole heirs of Dimple L. Brown have any interest in the Property.

3. All signors are at least eighteen (18) years of age.

4. The undersigned agree to indemnify and hold Consumer Mortgage Corporation, its successors and/or assigns, United General Title Insurance Company, Anderson and Jordan Escrow Co., Inc., and any and all officers, directors and employers of those entities, harmless and to further indemnify all such entities from any liability or expense, including all expenses related to litigation or other legal expenses, which might arise by reason of the mortgagings of said property and defending the title of the property. Further, the undersigned agree to pay any such liability or expense upon demand by any of the aforesaid entities. If immediate payment is not made, then interest shall accrue on the amount demanded from the date of demand at the highest legal rate. Further, the demanding party may also recover from the person upon whom demand is made, all costs of collection, including attorney's fees, of such liability or expense demands.

5. The sole forum for litigation arising from this Agreement shall be the Circuit Court for Davidson County, Tennessee.

6. This document may be signed in counterparts with each document being a valid document.

DATED: _____ Faye Thomas
Faye Thomas

DATED: _____ Michael W. Thomas
Michael Thomas

DATED: _____ Jackie Jones
Jackie Jones

DATED: _____ Robert E. Brown
Robert E. Brown

STATE OF Tennessee
COUNTY OF Williamson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Faye Thomas and husband, Michael Thomas, Jackie Jones, and Robert E. Brown, all Affiants, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, who acknowledged that he/she executed the foregoing instrument for the purposes contained.

WITNESS my hand and official seal this 25th day of Oct, 1995.

Notary Public

My Commission Expires:
11 25 95

JOHN M. JORDAN NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

OFF REC

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Dimple L. Brown and son, Robert E.	Same	161 3 80
441 Tusculum Rd		
Nashville, TN 37211		

WARRANTY DEED BOOK 8512 PAGE 887

For and in consideration of the sum of Ten dollars and 00/100********** DOLLARS

Cash in hand paid by the hereinafter named grantees, and other good and valuable considerations, the receipt of which is hereby acknowledged, I, Dimple L. Brown

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Dec 20 3 22 PM '91

have bargained and sold, and by these presents do transfer and convey unto the said Dimple L. Brown and son Robert E. Brown

the GRANTEES herein, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

Being Lot No. 3 on the Plan of McMurray Meadows, Section 1, as of record in Book 5060, Page 1, Register's Office for Davidson County, Tennessee.

Said Lot No. 3 fronts 70.1 feet on the southerly side of Tusculum road and runs back between lines, 142 feet on the easterly side and 143.62 feet on the westerly side to a line at the rear on which it measures 70.11 feet thereon.

Being the same property conveyed to James E. Brown and wife, Dimple L. Brown by deed from Glenn E. Seigenthaler and wife, Nimiko of record in Book 6243, Page 716, Register's Office for Davidson County, Tennessee. James E. Brown now being deceased.

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unimproved ( )

This is improved (X) property, known as 441 Tusculum Road
(House Number) (Street)

Nashville, Tennessee 37211
(P.O. Address) (City or Town) (Zip Code)

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns, forever. And we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out. And we do further covenant and bind ourselves, our heirs and representatives to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns against the lawful claims of all persons whomsoever.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hands this 13th day of December, 19 91.

Dimple L. Brown

Dimple L. Brown

RECORDER'S MEMO ... IN LEGIBILITY OF ... THIS DOCUMENT ...