0219045
IDENTIF. ↑ REFERENCE 46

PICK-UP

96 AUG 28 PM 1:30

REGISTER
DAVIDSON CO., TN.

BOOK 10170 PG 402

THIS INSTRUMENT PREPARED BY:

NASHVILLE ESCROW CO.
2209 Crestmoor Rd.
Nashville, TN 37215
615/386-3005

1851 08/28 0101 03CHECK 12.00

AFFIDAVIT OF HEIRSHIP

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

1. Agnes M. Anderson was the owner of real property located at 2218 Buena Vista Pike, Nashville, Tennessee.

2. Agnes M. Anderson died on or April 13, 1993, and died intestate. Under Tennessee law the property then became the property of the heirs of Agnes M. Anderson.

4. The below named people are the only heirs of Agnes M. Anderson and are the only persons who have any interest in property owned by Agnes M. Anderson:

A. Jacquelyne R. Odom, unmarried, daughter of Agnes M. Anderson;
B. Olivea S. Odom, unmarried, daughter of Agnes M. Anderson;
C. Agnes E. Parker, unmarried, daughter of Agnes M. Anderson; and
D. Kelvin D. Brown, unmarried, the only son of Agnes M. Anderson.

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 Agnes M. Anderson have any interest in the property located at 2218 Buena Vista Pike, Nashville, TN.

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

4. The undersigned agree to indemnify and hold Ford Consumer Finance Co., Inc., United General Title Insurance Company, Nashville Escrow Co., Rodney Davis, 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: 7-3-96 Olivea S. Odom
OLIVEA S. ODOM

DATED: 7-3-96 Agnes E. Parker
AGNES E. PARKER

DATED: 7-3-96 Jacquelyne R. Odom
JACQUELYNE R. PARKER

DATED: 7-3-96 Kelvin D. Brown
KELVIN D. BROWN

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named OLIVEA S. ODOM, AGNES E. PARKER, JACQUELYNE R. ODOM , 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 3RD day of June, 1995.

Notary Public

My Commission Expires:
3-25-1999

EDDY LOCKE NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

SEE "FURTHER AFFIANT" EXHIBIT "B"

EXHIBIT "B"

FURTHER AFFIANTS SAITH:

I, having been personally acquainted with AGNES M. ANDERSON for 20 years, attest that AGNES M. ANDERSON died an unmarried woman leaving as HER only HEIRS-IN-LAW her only son, KELVIN D. BROWN; and her only daughters, Agnes E.Parker, Olivea S. Odom and Jacquelyn R. Odom.

Jan Russell 7-9-96
DATE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Subscribed to and sworn to me this 3rd day of July, 1996.

Notary Public

My Commission Expires: 3/25/99

