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BOOK 10693 PG 333

37

Prepared by:
J. GREER CUMMINGS, JR.
ATTORNEY AT LAW
414 UNION STREET
P. O. BOX 198062
NASHVILLE, TENNESSEE 37219

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

AFFIDAVIT OF HEIRSHIP

The undersigned, Raymond W. Waller and George David Waller, III, being first duly sworn, make oath and state as follows:

1. The undersigned are the son and grandson, respectively, of Julia A. Waller (the "Decedent"), who died on November 27, 1984, a resident of Nashville, Davidson County, Tennessee.

2. The Decedent left a Last Will and Testament dated October 23, 1970, and a First Codicil thereto dated December 21, 1982, which were admitted to probate in the Probate Court of Davidson County, Tennessee, No. 75877, and filed in Will Book 149 at page 648 in said Probate Court Clerk's office, and certified copies of which are attached hereto as Collective Exhibit A (collectively, the "Will"). The undersigned were appointed and qualified as Co-Executors of the Decedent's estate.

3. At the time of her death, the Decedent was the owner of certain real property in Nashville, Davidson County, Tennessee, and, to the extent not conveyed prior to the Decedent's death or specifically devised in her Will, the same is included within the property described in Exhibit B hereto (the "Property").

4. The residuary beneficiaries of the Decedent's estate, as set forth in her Will, were the undersigned and Louis L. Waller. Pursuant to that certain Release entered into by and between the undersigned and Louis L. Waller on December 16, 1985, which is attached hereto as Exhibit C (the "Release"), the said Louis L. Waller released the undersigned from any and all claims, liabilities, demands or obligations, including the claim of Louis L. Waller for his share of the residue of the Decedent's estate, in consideration for the payment to the said Louis L. Waller reflected in the Release.

5. The Decedent's estate has been closed, in connection with which Louis L. Waller executed a Receipt and Waiver of Beneficiary, acknowledging receipt from the undersigned, in their capacities as Co-Executors of the Decedent's estate, of all the property to which he was entitled from said estate pursuant to the terms of the Decedent's Will. A certified copy of said Receipt and Waiver of Beneficiary is attached hereto as Exhibit D.

6. The undersigned, pursuant to the residuary devise or bequest to them under the Decedent's Will and pursuant to the Release made by and with the said Louis L. Waller, succeeded to the interest of the Decedent in the Property and became the owners of all of her right, title and interest in and to the Property.

FURTHER AFFIANTS SAITH NOT.

Raymond W. Waller

George David Waller, III

Subscribed and sworn to before me by the said Raymond W. Waller and George David Waller, III, on this 2nd day of November, 1997.

Notary Public
My Commission Expires: March 27, 1999

0372501

IDENTIF. + REFERENCE

97 NOV 21 PM 3:53

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.

1178 11/21 0101 03CHECK 44.00

STATE OF TENNESSEE, DAVIDSON COUNTY

I Richard R. Rooker, Clerk of the Probate Court of Davidson County, State aforesaid, do certify that the foregoing is a full, true and complete copy of the original on file in my office. Will Book 149 Page 648

Given under my hand and official seal, at office, in Nashville, this 2nd of SEPT 19 97.

RICHARD R. ROOKER, CLERK

By _____ Deputy Clerk

COLLECTIVE EXHIBIT A

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BOOK 10693 PG 335

I, JULIA A. WALLER, of Nashville, Davidson County, Tennessee, do make and declare this to be my last Will and Testament, hereby revoking any and all wills or codicils which I may at any time have heretofore made:

ITEM I: I devise and bequeath unto my son Raymond W. Waller the store building and all adjacent parking lots owned by me at the northwest corner of Ninth Avenue, North and Buchanan Street in Nashville, Davidson County, Tennessee, now presently leased to A & P Food Stores. I also bequeath to him all furniture, personal effects, jewelry and automobiles which I may own. I direct that the foregoing properties bequeathed to my said son shall not be charged with any debts, estate or inheritance taxes, and my Executors are directed to pay all such debts and taxes, together with administration expenses, out of the residue of my estate without charging the same in any manner against the property devised and bequeathed in this item of my will.

ITEM II: I direct that my Executors pay all of my just debts, including funeral and administration expenses, and all death or inheritance taxes out of the rest and residue of my estate. My Executors shall have the right to employ all necessary agents, attorneys and other persons in order to properly manage and administer my estate. I then direct that the residue of my estate, after bearing all such debts, expenses and taxes, shall be distributed one-half to Raymond W. Waller, one-fourth to Louis L. Waller and one-fourth to George David Waller III. If any of the three beneficiaries above named shall have predeceased me leaving issue surviving, then the issue shall take the share of their parent, per stirpes; provided, however, that if any of said three beneficiaries shall have predeceased me leaving a surviving wife, then the wife of such beneficiary shall have the use and income from the share of such beneficiary for and during her life or until her remarriage, and same shall then

RECORDERS MEMO
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pass to the issue of such beneficiary per stirpes. I direct that the term "issue" shall include any natural born children and children legally adopted by either of my said sons or my grandson.

ITEM III: I appoint my son Raymond W. Waller and my grandson George David Waller III, Co-Executors of my estate and excuse the execution of bond. If either of them is unable for any reason to serve, then the other shall serve as sole Executor without bond. I expressly empower and authorize my Executors to sell any or all of the assets in my estate and to convert the same into cash, if, in their discretion, such action is for the best interest of my estate. I expressly authorize my Executors to borrow funds in such amount and upon such terms as to them shall be in the best interest of my estate, for the purpose of paying any debts or inheritance or estate taxes or for use in the administration of my estate. I authorize my Executors to make distribution of my estate in cash or in kind, or partly in cash and partly in kind, as to them, in their discretion, shall seem most expedient and efficient in the administration of my estate.

IN WITNESS WHEREOF I have hereunto set my hand this 23 day of Oct, 1970.

Mrs Julia A. Waller
JULIA A. WALLER

Signed by the said JULIA A. WALLER as and for her Last Will and Testament, in the presence of us, the undersigned, who at her request and in her sight and presence, and in the sight and presence of one another, have signed our names hereto as attesting witnesses the day and date above written.

William J. Hudson

[illegible]

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Julia A. Waller Probated 1/4/85 75877

BOOK 10693 PG 337

TRABUE, STURDIVANT & DeWITT

I, JULIA A. WALLER, of Davidson County, Tennessee declare this to be the first codicil to my Last Will and Testament executed by me on the 23rd day of October, 1970.

A. I hereby delete the first sentence of Item I of my said Last Will and Testament and hereby insert in lieu thereof the following:

I devise and bequeath unto my son, Raymond W. Waller, real estate located at the North East Corner of Nolensville Pike and Collier Avenue, being the building, and all of the adjoining parking lot now leased to Honda Sales and running back to property now owned by Rellaw Corporation now leased to Dixie Datsun; being further identified as 2902 Nolensville Road, being Lot 280 and part of Lot 279 of Tanksley Subdivision, and further identified as Map and Parcel No. 119-9 280, Field Book No. 06DA 28081.

B. In all other respects I hereby ratify and confirm my aforesaid will.

IN WITNESS WHEREOF, I have hereunto set my hand at Nashville, Tennessee, this 21 day of December, 1982.

Julia A. Waller
Julia A. Waller

Signed by the said JULIA A. WALLER as and for her Last Will and Testament, in the presence of us, the undersigned, who at her request and in her sight and presence, and in the sight and presence of one another, have signed our names hereto as attesting witnesses the day and date above written.

NAME: ADDRESS:

Carleen B. Waller Jr. _____

Joan Foster _____

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

EXHIBIT B

PARCEL 1:

Two tracts of land in the 6th Civil District of Davidson County, Tennessee, on the easterly side of the Nolensville Road and being shown on the Plan of record in Book 3, page 14, of the County Court of Nashville, Davidson County, Tennessee, in the cause of Mabel Timmons Tarver, et al. vs. W. Arthur Timmons, et al., under Rule No. 42221, and being partly shown on a map called a Proposed Subdivision of a Part of the M. J. Timmons Lands near Nashville, Tennessee, of record in Book 1130, page 31; and being also partly and more accurately shown on the Map of Woodbine Courts, Part One, of record in Book 1130, page 39, of the Register's Office for Davidson County, Tennessee, and described according to a copy of a survey thereof made July 6, 1940 by John Wilkes, Civil Engineer, in two tracts as follows:

TRACT NO. 1:

Beginning at a point in the easterly margin of the Nashville Railway & Light Company right-of-way, opposite the easterly margin of the Nolensville Road at the intersection of the south line of East Timmons Avenue, being the northwest corner of a small triangular strip known as the Davidson County Quarry Lot; thence along the south margin of East Timmons Avenue, being the north line of the Quarry Lot, South 88° 3' East 119.5 feet to a point, the northeast corner of the Quarry Lot at the northwest corner of a part of Tract No. 2 hereinafter described, said point also being opposite the southwest corner of Lot No. 34 on the Map of the Tanksley Subdivision of record in Book 547, page 57, of the Register's Office for said County, if the west line of said lot were extended; thence North 9° 29' West crossing East Timmons Avenue, Tanksley Avenue and Collier Avenue, and along the west line of Lots Nos. 34, 33, 24 and 23 and part of a 21-foot avenue shown on said Tanksley Plan, 935 feet to a point at the southwest intersection of said 21-foot avenue and the first alley south of Timmons Lane or Thompson Road, which said alley lies along the south line of Lots Nos. 7 to 11, inclusive, on the Plan of the Tanksley Subdivision above referred to; thence with the south line of said alley, North 87° 45' West 403.5 feet to a point in the east line of the right-of-way of the Nashville Railway and Light Company, which was conveyed to it by deed of record in Book 313, page 282, said Register's Office; thence along the easterly margin of said right-of-way South 26° 42' East 1,027 feet to the point of beginning, containing 5.52 acres, more or less.

TRACT NO. 2:

Beginning at a point in the south margin of East Timmons Avenue 119.5 feet east of the intersection of the south line of said avenue and the Nolensville Road, being the northeast corner of a small triangular strip owned by Davidson County and known as the Old Quarry Lot; which point also is the southeast corner of Tract No. 1 above described; thence along the easterly line of said Quarry Lot South 11° 30' East and along a rock wall 200 feet to a point, continuing along said rock wall South 16° 38' East 295 feet to a point at the northeast intersection of East Morton Street and Nolensville Road, being the most southerly point in the Davidson County Quarry Lot; thence along the north margin of East Morton Street, South 87° 35' East 2,068 feet to a point at the southwest corner of the lands belonging to the Est. of B. F. Tanksley, deceased; thence along the westerly line of the Tanksley lands North 2° 38' East 1,500 feet to a point in the south line of the lands conveyed to D. O. Holleman by deed of record in Book 1179, page 54, said Register's Office; thence with Holleman's south line North 88° 30' West 690 feet to a point, Holleman's southwest corner; thence with his west line North 1° East 29 feet to a point in the center line of Timmons Lane or Thompson Road, if extended, being the southeast corner of a 22.25 acre tract conveyed to D. O. Holleman by deed of record in Book 1092, page 295, said Register's Office, continuing with the center line of said avenue and along Holleman's south line North 87° 35' West 1,000 feet to a point, being the northeast corner of Lot No. 1 on the Plan of the Tanksley Subdivision, of record in Book 547, page 56, said Register's Office; thence along the east line of Lots Nos. 1, 17, 18, 28, 29 and 38, and crossing the east terminus of Collier Avenue and Tanksley Avenue as shown on the Tanksley Plan South 1° West 1,089 feet to

a point in the south margin of East Timmons Avenue opposite the southeast corner of Lot No. 38 of said Tanksley Plan; thence with the south margin of East Timmons Avenue North 88° 3' West 418 feet to the point of beginning, containing 64.65 acres, more or less.

INCLUDED IN THE ABOVE DESCRIPTION BUT EXCLUDED THEREFROM are the following Lots, all of which are shown on the Map of Woodbine Courts, Part One, of record in Book 1130, page 39, of the Register's Office for said County, as follows: Lots Nos. 1 to 38 of Block "A," both inclusive, Lots Nos. 5 to 9 of Block "B," both inclusive, Lots 1 to 19 of Block "C," both inclusive, Lots 13 to 16 of Block "D," both inclusive, and Lots 14 to 16 of Block "E," both inclusive, and Lots Nos. 17 to 19 of Block "F," both inclusive.

Said Tracts Nos. 1 and 2 comprising Parcel 1 being property conveyed to George D. Waller and wife, Julia A. Waller, by deed from Joseph Martin, Trustee, of record in Book 1136, page 211, Register's Office for Davidson County, Tennessee, the said George D. Waller having predeceased his wife, Julia A. Waller, and the said Julia A. Waller having since died and her Last Will and Testament and First Codicil thereto having been admitted to probate in the Probate Court of Davidson County, Tennessee, No. 75877, in Will Book 149, page 648.

PARCEL 2:

Being Lots Nos. 3 and 4 on the Plan of Waller's Subdivision, of record in Book 6900, page 591, Register's Office for Davidson County, Tennessee, to which reference is here made for a more complete and accurate description.

Said Parcel 2 being property conveyed to George D. Waller and wife, Julia A. Waller, by deed from Joseph Martin, Trustee, of record in Book 1136, page 211, Register's Office for Davidson County, Tennessee, the said George D. Waller having predeceased his wife, Julia A. Waller, and the said Julia A. Waller having since died and her Last Will and Testament and First Codicil thereto having been admitted to probate in the Probate Court of Davidson County, Tennessee, No. 75877, in Will Book 149, page 648.

PARCEL 3:

Land in Davidson County, Tennessee, being the westerly part of Lot No. 24 on the Plat of the Tanksley Subdivision, as of record in Book 547, page 56, Register's Office for said County, described as follows:

Beginning on the northerly margin of Tanksley Avenue, at the southwest corner of the property conveyed to A. D. Hewlett, and wife, by deed from E.W. Hailey, and wife, of record in Book 2245, page 544, said Register's Office; thence with the northerly margin of said Tanksley Avenue, westerly 60.4 feet to the southwest corner of said Lot No. 24; thence with the western boundary line of said Lot No. 24, northwesterly 156.5 feet to the southerly margin of an alley; thence with the same, easterly 89.8 feet to the northwest corner of the said Hewlett property; thence with said Hewlett's western boundary line, southerly 152 feet, more or less, to the beginning.

Said Parcel 3 being property conveyed to George D. Waller and wife, Julia A. Waller, by deed from Emmett Watt Hailey, et al., of record in Book 3372, page 257, Register's Office for Davidson County, Tennessee, the said George D. Waller having predeceased his wife, Julia A. Waller, and the said Julia A. Waller having since died and her Last Will and Testament and First Codicil thereto having been admitted to probate in the Probate Court of Davidson County, Tennessee, No. 75877, in Will Book 149, page 648.

EXHIBIT C

RELEASE

This agreement made and entered into this 16th day of December, 1985, by and between Louis L. Waller of Franklin, Williamson County, Tennessee (party of the first part), and Raymond W. Waller and George David Waller, III, both citizens and residents of Nashville, Davidson County, Tennessee, individually and as Co-Executors of the Estate of Julia A. Waller, Deceased (parties of the second part).

WITNESSETH:

WHEREAS, Julia A. Waller, a citizen and resident of Nashville, Davidson County, Tennessee, died on the 27th day of November, 1984, and left a Will dated October 23, 1970, and a Codicil thereto dated December 21, 1982; and

WHEREAS, Raymond W. Waller and George David Waller, III were named as Co-Executors in her Will; and

WHEREAS, under Item III of the Will of Julia A. Waller, the said party of the first part was devised and bequeathed a one-fourth (1/4) undivided interest in the residue of her Estate after payment of all debts and taxes; and

WHEREAS, all debts and taxes have been paid by the Estate but there has yet been no audit of the returns by the Internal Revenue Service or the Tennessee Department of Revenue; and

WHEREAS, there may be additional taxes due and additional expenses incurred as a result of said audit; and

WHEREAS, the said party of the first part desires to settle his one-fourth share of the Estate at this time, and to accept a cash settlement thereof, rather than a division of the real estate and other properties owned by the Estate.

NOW, THEREFORE, in consideration of the sum of Two Hundred Thirty-five Thousand One Hundred Eighty ($235,180.00) Dollars cash in hand paid by the Estate of Julia A. Waller, the receipt and sufficiency of which is hereby acknowledged, party of the first part does hereby release the parties of the second part, together with the Chesterfield Company and Relaw Corp., of any and all claims liabilities, demands or obligations of every kind and character, including specifically his claim for one-fourth (1/4) of the residue of the Estate of Julia A. Waller, Deceased, and any claims for salaries from the Chesterfield Company or Relaw Corp., which he now has, or may hereafter have, against parties of the second part, the Chesterfield Company or Relaw Corp.

The party of the first part agrees to indemnify and hold harmless the parties of the second part, together with the Chesterfield Company and Relaw Corp., from and against any and all claims which are released herein, as well as any expenses or other costs, including attorneys fees incurred in the defense thereof. Party of the first part further agrees to execute any QUITCLAIM deeds or other conveyances which are necessary or required by parties of the second part to effectively transfer title to any of the said properties owned by the Estate of Julia A. Waller.

Parties of the second part hereby release and forever discharge party of the first part from any and all claims, liabilities,

or other obligations or expenses of the Estate of Julia A. Waller, including specifically any claims for additional estate, inheritance or income taxes that may be due as a result of any audits. Parties of the second part agree to indemnify and hold harmless party of the first part from and against any and all claims which are released herein, as well as any expense or other costs, including attorneys fees, incurred in the defense thereof.

This settlement shall constitute a full and final settlement of all claims, differences and controversies between the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and date above written.

Louis L. Waller
LOUIS L. WALLER

ESTATE OF JULIA A. WALLER, DECEASED

BY: Raymond W. Waller
RAYMOND W. WALLER

BY: George David Waller, III
GEORGE DAVID WALLER, III
Individually and as Co-Executors

EXHIBIT D

FILED 12-16 1985
DELL CONNELL CLERK
BY Dec, D.C.

IN THE PROBATE COURT OF DAVIDSON COUNTY
AT NASHVILLE, TENNESSEE

BOOK 10693 PG 343

IN RE:

ESTATE OF JULIA A. WALLER,
DECEASED. NO. 75877

RECEIPT AND WAIVER OF BENEFICIARY

I, Louis L. Waller, a resident of Franklin, Williamson County, Tennessee, do hereby acknowledge receipt from Raymond W. Waller and George David Waller, III, Co-Executors of the Estate of Julia A. Waller, of all the property to which I am entitled from said Estate pursuant to the terms of the Last Will and Testament of Julia A. Waller.

I acknowledge that the Co-Executors have properly administered and otherwise handled all matters relating to the administration of said Estate to my full and complete satisfaction; and I further acknowledge that the Co-Executors have paid all claims against the Estate. Therefore, pursuant to T.C.A. §30-2-601, I hereby waive the requirements of the filing of a detailed accounting for said Estate. I further discharge Raymond W. Waller and George David Waller, III, as Co-Executors of any further liability to me on account of the administration of said Estate.

Louis L Waller
LOUIS L. WALLER

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Subscribed and sworn to before me, Judith Ann Sacks, a Notary Public in and for said State and County, this 16th day of December, 1985.

Judith Ann Sacks
NOTARY PUBLIC

My Commission Expire

I hereby certify that this is a true copy of original instrument filed in my office this 20 day of JAN 1987
RICHARD R. BOOKER Clerk
By Deputy Clerk