repared by:
astleman & Greene, PLLC
10 Glancy St.
oodlettsville, TN 37072

BOOK 11054 PAGE 381

HEIRSHIP AFFIDAVIT AND INDEMNITY AGREEMENT

State of Tennessee)
)
County of Davidson)

Affiant, **Tommie Jean Carroll Moore**, on this the 31st day of July, 1998 before me personally appeared to me personally known, who being by me duly sworn, on oath did say:

That Affiant, for and in consideration to induce Stewart Title Guaranty Company, and Title Escrow of Brentwood, Inc. (hereinafter collectively referred to as Insurer) to perform certain closing and/or title services, makes the following statements and indemnity agreements to Insurer:

That Affiant is familiar with the family history of **Jessie Winzel Carroll**, deceased, who is the owner of the following property:

See attached Exhibit "A"

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

IDENTIF. + REFERENCE 0471528

That said decedent died on the 6th day of February, 19 98 and that the place of residence and homestead, at the time of death, was as follows: 202 Sunset Drive, Nashville, Davidson County, Tennessee 37207.

That decedent left surviving the following persons, as heirs or otherwise interested in the estate,

Name of widow or widower:	None.
Divorced wife or husband:	None.
Children:	Winzel Dean Carroll Tommie Jean Carroll Moore Terry Phillip Carroll Michael Duane Carroll
Adopted children:	None.
Descendants of deceased children:	None.

That Affiant further states that said decedent left no other children or adopted children or descendants of deceased children or adopted children.

That all of the above parties are over the age of twenty-one years, except the following:

Name of minors:	None.

And said deceased (_X__) did (___) did not leave a will.

That the debts against the estate (_X__) have (___) have not been paid.

That the Last Will and Testament of Jessie Winzel Carroll was placed in the hands of an attorney and subsequently lost or misplaced. Due to the nature of the estate, the will has not been presented for probate. A true and exact copy of the Last Will and Testament of Jessie Winzel Carroll has been attached hereto as Exhibit "B".

NOW, THEREFORE, for and in consideration of the premises, the insurance company to be afforded by Insurer, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as inducement to Insurer to perform closing services and/or issue such policy of title insurance, the undersigned Affiant hereby agrees to indemnify and hold harmless Insurer, from any and all claims, rights, demands, liability, causes of action, losses and damages, including but not limited to attorneys' fees, court costs and expenses of litigation, arising out of or in connection with any claims for heirship rights, testamentary rights, intestate rights, marital rights and debts asserted against the estate of decedent or Insurer. The undersigned Borrower shall pay all attorneys' fees and expenses incurred by Insurer in connection with investigation or defense of any claim, asserted or unassented, arising out of matters indemnified against herein, and shall pay such fees and expenses from time to time as such are incurred upon presentation of statements therefor from Insurer.

This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, and may be amended only by a writing signed by both parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 31st day of July, 1998.

Tommie Jo Carroll Moore
Affiant/Indemnitor

Title Escrow of Brentwood, Inc.
Insurer

By: A. Burchett

Title: President

Sworn to and subscribed before me this 31st day of July, 1998.

Notary Public

My Commission Expires: 5-26-2002

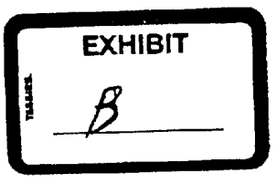
EXHIBIT "A"

BEING Lot No. 23 and 24 of Block "C", on the Plan of Highland Park, of record in Plat Book 974, Page 33, Register's Office for Davidson County, Tennessee, described as follows:

SAID Lots Nos. 23 and 24 front together 50 feet on the southerly side of Sunset Drive and runs back between parallel lines, 150 feet to a dead line.

BEING the same property conveyed to Jesse W. Carroll and wife, Thelma Carroll by deed from Richard M. Wotring and Margaret E. Wotring of record in Book 2489, Page 87, Register's Office, Davidson County, Tennessee. The said Thelma Carroll having predeceased Jesse W. Carroll.

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LAST WILL AND TESTAMENT
OF
JESSE WINZEL CARROLL

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I, JESSE WINZEL CARROLL, residing at 202 Sunset Drive, Nashville, Tennessee, 37207, Davidson County, being of lawful age, and of sound and disposing mind and memory, do hereby make and publish and declare this to be my last will and testament, hereby revoking all other wills heretofore made by me.

ARTICLE I

I direct that all my first debts and funeral expenses be paid, and the costs of administration of my estate be paid as soon as practical after my death.

ARTICLE II

I give, devise and bequeath all of the property which I may leave, including real, personal and mixed to my four adult children, Winzel Dean Carroll, Tommie Jean Carroll Moore, Terry Phillip Carroll and Michael Duane Carroll.

ARTICLE III

I hereby make, appoint and constitute my daughter, Tommie Jean Carroll Moore, Executrix of this will and in the event of her death or inability to serve I hereby make, appoint and constitute my son Winzel Dean Carroll as executor in the place and stead of my daughter.

ARTICLE IV

The executrix/executor named in Article III above, whether it be Tommie Jean Carroll Moore or Winzel Dean Carroll shall not be required to make bond, the bond being expressly waived and said executrix/executor, shall have full power and authority to sell and convey any and all of the property which I may leave including real, personal and mixed.

ARTICLE V

It is the purpose and intent of this will that everything I leave shall go to my four children, Winzel Dean Carroll, Tommie Jean Carroll Moore, Terry Phillip Carroll, Michael Duane Carroll.

This 11th day of August, 1997.

Jesse Winzel Carroll

The foregoing instrument, consisting of 2 pages, was signed, published and declared by Jesse Winzel Carroll to be his last will and testament, in the presence of the undersigned, who, at his request and in his presence and in the presence of each other, subscribe our names as witnesses this 11th day of August, 1997.

Debbie Jubbs
Witness

110 Glancy Street, Suite 112
Goodlettsville, TN 37072
Address

Betty C. Traughber
Witness

110 Glancy Street-Suite 112
Goodlettsville, Tn. 37072
Address

STATE OF TENNESSEE
COUNTY OF DAVDISON

Sworn to and subscribed before me, this 11th day of August, 1997.

Notary Public

My commission expires: 11/28/98