ESTOPPEL AFFIDAVIT

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

JANET L. NORRIS, being first duly sworn, deposes and says:

THAT she is the identical party who made, executed, and delivered that certain Deed in Lieu of Foreclosure to **ROBERT W. SLATE, and wife, RUTH N. SLATE**, dated the 13th day of October, 1999, conveying the following property, to-wit:

LAND in the 11th, formerly the 19th, Civil District of Davidson County, Tennessee, being Lots Nos. 7 and 8, of Block "C" on the Plan of Marthonna, not of record, described according to a survey made by J. A. Mefford, Surveyor, December ____, 1937, as follows:

BEGINNING on the southerly margin of Old Hickory Boulevard at a point 50 feet west of the northwest corner of the property conveyed to Jesse M. Curtis by deed from Cumberland Development Company of record in Book 1133, Page 347, Register's Office for said County, (being the corner of Lots Nos. 8 and 9); thence, with the line between said two Lots, southwardly 251.5 feet; thence North 86 degrees 02' West - 50 feet to the corner of Lots Nos. 6 and 7; thence, with the line between said two lots, northwardly 248.8 feet to the southerly margin of Old Hickory Boulevard; thence, with said Boulevard, eastwardly 50 feet to the beginning.

There is included in the above description, but expressly EXCLUDED from this conveyance a part of the property contained in the following described tract; to-wit:

BEGINNING at the point of intersection of the south margin of Old Hickory Boulevard and the west boundary of the P. H. Lindeley property; thence along the said west boundary South 01 deg. 04' West 21.1 - feet to a point; thence along a curve having a radius of 1386 feet westwardly for 200.5 feet to a point; thence North 01 deg. 04' East - 33.2 feet to a point in the said south margin; thence along the said south margin eastwardly 200 feet more or less to the point of beginning and containing 5227 square feet and being part of the property conveyed by the Cumberland Development Company to Jesse Curtis and wife, Louise Curtis in two deeds, the first of record in Book 1286, Page 362, the second of record in Book 1133, Page 347, and a part of the property conveyed to Jesse M. Curtis and wife, Louise Curtis by Homer McEwen and wife, of record in Book 1835, Page 15, Register's Office for Davidson County, Tennessee.

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BEING the same property conveyed in a "Right of Way Deed for Highway Purposes" to the Metropolitan Government of Nashville and Davidson County by Louise Curtis of record in Book 4843, Page 729, Register's Office for Davidson County, Tennessee.

THIS conveyance is subject to Easements for Sanitary Sewers and/or Storm Drainage and Temporary Construction Easements of record in Book 5599, Page 991, Register's Office for Davidson County, Tennessee, and to a Drainage Easement and Temporary Construction Easement of record in Book 4843, Page 729, Register's Office for Davidson County, Tennessee.

BEING the same property conveyed to David D. Norris, and wife, Janet L. Norris, by deed from Robert W. Slate, of record in Book 8100, Page 350, Register's Office for Davidson County, Tennessee. The said David D. Norris and Janet L. Norris having since divorced, and David D. Norris having conveyed his interest to Janet L. Norris by Quitclaim Deed of record in Book 8997, Page 555, Register's Office for Davidson County, Tennessee.

THAT the aforesaid Deed was an absolute conveyance of the title to said premises to the Grantees named therein in effect as well as in form, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind, and that possession of said premises has been surrendered to the said Grantees; that the consideration in aforesaid deed was and is the full cancellation of all debts, obligations, costs and charges heretofore existing under and by virtue of the terms of a certain mortgage heretofore existing on the property therein and hereinbefore described, executed by David D. Norris, and wife, Janet L. Norris, Mortgagors, to Robert W. Slate, as Mortgagee, dated the 15th day of January, 1990, and recorded in Book 8100, Page 354, Register's Office for Davidson County, Tennessee, and the cancellation of record by said Grantees of said mortgage, and the delivery to this affiant of the note or other evidence of debt secured by said mortgage, duly cancelled, receipt of which said cancelled note is hereby acknowledged.

THAT the aforesaid deed and conveyance was made by the deponent as the result of her request that the Grantees accept such deed and was their free and voluntary act; that at the time of making said deed the deponent felt and still feels that the mortgage indebtedness above-mentioned represented a fair value of the property so deeded; that said deed was not given as a preference against any other creditors of the deponents or of her; that at the time it was given there was no other person

or persons. firms or corporation. other than the Grantees therein named interested. either directly or indirectly in said premises: that the deponent is solvent and has no other creditors whose rights would be prejudiced by such conveyance. and that the deponent is not obligated upon any bond or other mortgage whereby any lien has been created or exists against the premises described in said deed; and that the deponent in offering to execute the aforesaid deed to the Grantees therein, and in executing the same, was not acting under any duress. undue influence. misapprehension or misrepresentation by the Grantees in said deed. or the agent or attorney or any other representative of the Grantees in said deed. and that it was the intention of the deponent as Grantors in said deed to convey and by said deed the deponents did convey to the Grantees therein all their rights, title, and interest absolutely in and to the premises described in said deed.

THIS affidavit is made for the protection and benefit of the aforesaid Grantees in said deed, their successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property described therein, and shall bind the respective heirs, executors, administrators, and assigns of the undersigned.

JANET L. NORRIS

SUBSCRIBED and sworn to before me, this 13th day of October, 1999.

Notary Public

My Commission Expires: 11/24/2001

Return to:
JEFFREY M. GRISSIM, ATTORNEY
110 Glancy Street, Suite 112
Goodlettsville, TN 37072