THIS INSTRUMENT PREPARED BY:
Consumer Trust Title & Escrow, LLC
219 Ward Circle, Ste 3
Brentwood, Tenn. 37027

Davidson County AFFIDAVIT
Recvd: 01/09/04 09:43 2pgs
Fees:12.00 Taxes:0.00
20040109-0003698

AFFIDAVIT OF HEIRSHIP

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

1. James Patrick Hobbs was the owner of real property located at 795 Elysian Fields Road, Nashville, Davidson County, Tennessee, 37204, more fully described in instrument of record in Instrument No. 20001212-0122279, Register's Office of Davidson County, Tennessee.

2. James Patrick Hobbs died testate on June 25, 2002. Under Tennessee law and in accordance with the Last Will and Testament of James Patrick Hobbs dated December 4, 2001, James Patrick Hobbs interest in and to the herein real estate passed to his wife, Priscilla S. Hobbs.

3. The Affiant, Kristopher Edward Hobbs was the only heir of James Patrick Hobbs and Sue Hobbs. The Affiant, Andrew T. Hobbs is the only heir of James Patrick Hobbs and Priscilla S. Hobbs.

4. No other party has ever made any claims regarding the property.

NOW, THEREFORE, for value received, the Affiant agrees:

1. All information in this document is correct.

2. The Affiants, Kristopher Edward Hobbs and Andrew T. Hobbs have no interest in the property located at 795 Elysian Fields Road, Nashville, Tenn. 37204.

3. The Affiant agrees to indemnify and hold harmless, Millennium Mortgage Services, National Title Insurance Company of New York, Consumer Trust Title & Escrow, LLC and W. William Davis, Attorney, P.C. and any and all officers, directors and employers of those entities, 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 agrees 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.

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

SHANNON C. SYLVESTER NOTARY PUBLIC AT LARGE WILLIAMSON COUNTY, TENN.
My Commission Expires OCT. 1, 2006

Kristopher Edward Hobbs, Affiant

Andrew T. Hobbs by Priscilla S. Hobbs
Andrew T. Hobbs, a minor Affiant
By Priscilla S. Hobbs, his legal guardian

STATE OF TENNESSEE
COUNTY OF

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Kristopher Edward Hobbs, Affiant, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, who acknowledged that he executed the foregoing instrument for the purposes contained.

WITNESS my hand and official seal this 7 day of. 2004.

Notary Public

My Commission Expires:

STATE OF TENNESSEE

COUNTY OF

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Priscilla Hobbs, with whom I am personally acquainted (or whose identity was proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained, and who further acknowledged that she is the legal guardian for Andrew T. Hobbs.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7 day of, 2004.

NOTARY PUBLIC

My commission expires:

SHANNON C. SYLVESTER NOTARY PUBLIC AT LARGE WILLIAMSON COUNTY, TENN.
My Commission Expires OCT. 1, 2006