This instrument prepared by:
Law Office of G. Miller Hogan II
5123 Virginia Way
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Brentwood, TN 37027

Davidson County AFFIDAVIT
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HEIRSHIP AFFIDAVIT AND INDEMNITY AGREEMENT

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The undersigned, **Reida G. Gambill** and **Martha G. Publow** (collectively the "Affiants") to me personally known (or proven on the basis of satisfactory evidence), personally appeared before me on the respective dates set forth below and who being duly sworn and upon oath did depose and state as follows:

That Affiants, for and in consideration of Ten and No/100 ($10.00) Dollars and to induce Lawyer Title Insurance Company (the "Insurer") the Law Office of G. Miller Hogan II and the Law Office of Wilkins & Ivy (collectively the "Closing/Title Agents") to issue title insurance and/or to perform certain closing and/or title services hereby makes the following statements and indemnity agreements to Insurer and Closing Agent:

1. That Affiants are familiar with the family history of **Dorothy Sue Alley Groomes** deceased, (the "Decedent") who owned of the following described real property:

   Land in Davidson County, Tennessee being Lot No. 450 on the Plan of Hillsboro Park, Section V, of record in Book 2663, page 45 in the Register's Office for Davidson County, Tennessee, described as follows:

   Beginning at a point in the South margin of Ashland Drive at the corner of Lot Nos. 448 and 450; thence with the line between said lots, Southeasterly 357 feet to a point; thence Northeasterly 250 feet to the Westerly margin of Otter Creek Road; thence with the margin of same, Northwesterly 326.5 feet to the beginning of a curve; thence around said curve, Westerly 38.7 feet to the Southerly margin of Ashland Drive; thence with the margin of the same, Southwesterly 143.8 feet to the point of beginning.

2. **Dorothy Sue Alley Groomes** died testate on November 27, 2003 and that her place of residence and homestead, at the time of her death, was Davidson County, Tennessee.

3. At the time of her death, the decedent was a widow. Her spouse, **Reid Bolling Groomes** died testate on April 10, 1988 and that his place of residence and homestead, at the time of his death, was Davidson County, Tennessee.

4. That the undersigned are the sole beneficiaries under the Last Will & Testament of the Decedent and that said Last Will & Testament devises the real property described herein outright to **Reida G. Gambill** and **Martha G. Publow**.

5. That the Estate of the Decedent is solvent and that all creditors of the estate have been paid or will be paid.

6. That all of the above parties are over the age of twenty-one (21) years.

NOW, THEREFORE, for and in consideration of the premises, the insurance to be provided by Insurer, and the closing by the Closing Agent and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as an inducement to Lawyer's Title Insurance Company to insure title to the property, the undersigned Affiants hereby agrees to indemnify and hold harmless Lawyer's Title Insurance Company and the Closing Agents, from any and all claims, rights, demands, liability, causes of action, losses and damages, including by 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 the Decedent, the insurer and/or the Closing Agents. The undersigned Affiants shall pay all attorneys' fees and expenses, any claim asserted or unasserted, 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 and/or Closing Agents.

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 30th day of April, 2004.

Reida G. Gambill

Reida G. Gambill

Martha G. Publow

Martha G. Publow

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Reida G. Gambill** the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he or she executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 30th day of April, 2004.

G. Miller Hogan II
Notary Public
My commission expires: Jan. 4, 2006

G. MILLER HOGAN II NOTARY PUBLIC AT LARGE WILLIAMSON CO., TENN.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Martha G. Publow,** the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he or she executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 30th day of April, 2004.

G. Miller Hogan II
Notary Public
My commission expires: Jan. 4, 2006

G. MILLER HOGAN II NOTARY PUBLIC AT LARGE WILLIAMSON CO., TENN.