Prepared by & Return to:
Castleman Title
110 Glancy St., Ste. 112
Goodlettsville, TN 37072

(1)

HEIRSHIP AFFIDAVIT AND INDEMNITY AGREEMENT

State of Tennessee)
County of Davidson **)**

Affiant, Doris Hardy **, on this the** 1st **day of** September **, 20** 06 **, 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 Castleman Title & Escrow, LLC, (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 Roy Young **, Deceased, who is the owner of the following property:**

1305 San Carlos Trail
Madison, TN 37115

That said decedent died on the 22nd **day of** September **,** 2000 **and that the place of residence and homestead, at the time of death was as follows:** Nashville **,** Davidson **County, Tennessee** .

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

Name of widow or widower:
Divorced wife or husband:
Children: Elorita Burns

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 (21) years, except the following:

Name of Minors: None

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

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

NOW, THEREFORE, for and in consideration of the premises, the Insurance Company to be afforded by Insurer, and other good and valuable

Davidson County AFFIDAVIT
Recvd: 09/08/06 14:45 2 pgs
Fees:12.00 Taxes:0.00
20060908-0111622

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, cause of action, losses and damages, including but not limited to Attorney's 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 or Insurer. The undersigned Affiant shall pay all Attorneys' fees and expenses incurred by Insurer in connection with investigation or defense of 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.

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 the 1st **day of** September**, 20** 06**.**

Doris Hardy

Affiant/Indemnitor
Doris Hardy

Castleman Title

Insurer

By:

Title: V. P.

Sworn to and subscribed before me this the 1st **day of** September**, 20** 06**.**

Rhonda Dunn

Notary Public

My Commission Expires: 2-18-2009

Rhonda Dunn
State of Tennessee
Notary Public
County of Shelby