THIS INSTRUMENT PREPARED BY:
Michael K. Radford
Stockton Title & Escrow, LLC
5110 Maryland Way, Ste 320
Brentwood, TN 37027

Davidson County AFFIDAVIT
Recvd: 05/03/07 12:45 2 pgs
Fees:12.00 Taxes:0.00
20070503-0053136

AFFIDAVIT OF HEIRSHIP

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared Charles Wallace who after being duly sworn according to law depose and say:

1. That V. G. Wallace and wife, Madgie F. Wallace were the grantees on a certain Warranty Deed bearing the date of 06-26-53, and of record in Book 2153, page 24, in the Register's Office Davidson County, Tennessee. Said V. G. Wallace and wife, Madgie F. Wallace died on 6-21-78 and 1-2-79 respectively.

2. That he knows of his own knowledge that he is the only surviving heir of V. G. Wallace and wife, Madgie F. Wallace.

Affiant is aware that this Affidavit will be relied upon by Stockton Title & Escrow, LLC, CHICAGO TITLE INSURANCE COMPANY and Michael K. Radford, Attorney for title insurance purposes

FURTHER, the undersigned, jointly and severally, for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree with the Company: (1) To forever fully protect, defend and save the Company harmless from and against any and all loss, cost, damages, attorneys' fees and expenses of every kind and nature which it may suffer, expend or incur under or by reason of, or in consequence of, the Title Insurance Policies being issued in said manner; (2) To provide for the defense, at their own expense, on behalf of and for the protection of the Company and parties protected under the Policies who may become so protected, against loss or damage under the Title Insurance Policies (but without prejudice to the right of the Company to defend if it so elects) in all litigation consisting of actions or proceedings based on any items referred to above which may be asserted or attempted to be asserted, established or enforced into, upon, against or in respect to the lands or any part thereof, or interest therein; (3) To pay, discharge, satisfy or remove all or any of the items referred to above, when called upon by the Company after thirty (30) days' notice in writing and mailed to the undersigned at the address set out below; and (4) That each and every provision herein shall extend and be enforced concerning Future Policies or Commitments.

3. _____

Further Affiants saith not.

Charles Wallace

JAKIRA B. SURLES
STATE OF TENNESSEE
NOTARY PUBLIC
TENNESSEE

Before me, Jakira B. Surles, a notary public in and for the State of Tennessee, personally appeared **Charles Wallace** to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Jakira B. Surles
Notary Public
My Commission Expires: Nov. 22, 2010