This instrument prepared by:
Lassiter, Tidwell, Davis, Keller & Hogan, PLLC
150 Fourth Avenue North
Suite 1850
Nashville, Tennessee 37219

Davidson County AFFIDAVIT
Recvd: 11/29/07 15:36 3 pgs
Fees:17.00 Taxes:0.00
20071129-0138685

HEIRSHIP AFFIDAVIT AND INDEMNITY AGREEMENT

STATE OF WASHINGTON)
)
COUNTY OF Kitsap)

The undersigned, William ("Bill") D. Wiley, (herein referred to as the "Affiant" or the "Indemnitor") to me personally known (or proven on the basis of satisfactory evidence), personally appeared before me on the date set forth below and who being first duly sworn and upon oath did depose and state as follows:

Affiant, in order to induce Old Republic National Title Insurance Company (herein referred to as the "Insurer") to issue title insurance for the Property and to induce Lassiter, Tidwell, Davis, Keller & Hogan, PLLC (herein referred to as the Settlement Agent") to close the purchase and sale of the Property and/or close a loan or loans in connection with the purchase and sale of the Property, and to induce SunTrust Bank, N.A. (herein referred to as the "Lender") to make a loan to facilitate the purchase and sale of the property from which Affiant will directly or indirectly benefit, Affiant hereby makes the following covenants, representations and warranties:

1. Affiant is familiar with the family history of Robin L. Wiley, deceased, (the "Decedent") who owned the following described real property located in Davidson County, Tennessee (herein referred to as the "Property"):

> Land in Davidson County, Tennessee, being the southerly portion of Lot No. 127 on the Plan of Bransford Realty Company's West End Heights, of record in Book 332, page(s) 124 and 125, Register's Office for said County.
>
> Beginning on the northeasterly margin of Love Circle at the corner of Lot No. 126 & 127; thence with the line between said two lots, northwardly 99 feet; thence southeastwardly and parallel to the northeasterly margin of Love Circle, 145 feet, more or less, to the northerly line of Lot No. 128; thence with the line between Lots Nos. 127 & 128, westwardly 90 feet to the northeasterly margin of Love Circle, thence with same, northwesterly 55 feet to the beginning.
>
> Being the same property conveyed to ROBIN L. WILEY, by deed from LEWIS FORREST CONNER and spouse, STEPHANIE B. CONNER, of record as Instrument No. 20010917-0100655, dated September 13, 2001, said Register's Office. Said Robin L. Wiley having since died intestate in Davidson County, Tennessee on April 9, 2006, Probate Number 06P648 and her sole surviving heirs at law being William ("Bill") D. Wiley and Shirley M. Wiley as evidenced by that certain Heirship Affidavit and Indemnity Agreement signed by William ("Bill") D. Wiley and that certain Heirship Affidavit and Indemnity Agreement signed by Shirley M. Wiley.
>
> This is improved property commonly known as: **3210 Love Circle, Nashville, Tennessee 37212.**

2. Decedent died intestate on April 9, 2006 and that the 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 unmarried.

4. That Decedent's surviving heirs are her parents, William ("Bill") D. Wiley and Shirley M. Wiley of Kingston, Washington.

5. That Affiant further states that the Decedent left no children or adopted children or descendants of deceased children or adopted children.

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

7. That the Decedent's estate is solvent and that all debts against the Decedents' estate have been paid or will be paid.

NOW, THEREFORE, for and in consideration of the foregoing premises, the title insurance to be provided by Insurer, the closing by the Settlement Agent and the loan to be made by Lender and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Affiant hereby agrees to indemnify and hold harmless the Title Insurer, Settlement Agent and lender from and against any and all claims, rights, demands, liability, causes of action, losses, damages, suits, judgments, proceedings, including, without limitation reasonable attorneys' fees, court costs and litigation expenses , 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 Title Insurer, Settlement Agent and/or Lender. The undersigned Affiant 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 the Title Insurer, Settlement Agent and/or Lender regardless of whether or not any litigation, arbitration, mediation or any similar proceeding is commenced.

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 the parties hereto.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 16 day of November, 2007.

William D. Wiley
William ("Bill") D. Wiley

STATE OF WASHINGTON)
)
COUNTY OF Kitsap)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State William ("Bill") D. Wiley, 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 executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 16 day of November, 2007.

TERESA HAMILTON NOTARY PUBLIC STATE OF WASHINGTON Commission Expires FEBRUARY 23, 2008

Teresa Hamilton
Notary Public
My commission expires 2-23-08

Certificate of Authenticity

I, **Abigale L. Pierce**, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Abigale L. Pierce
Signature

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, **Kimberly P. Hurst**, a notary public for this county and state, **Abigale L. Pierce**, who acknowledges that this certification of an electronic document is true and correct and who signature I have witnessed.

Kimberly P. Hurst
Notary's Signature

MY COMMISSION EXPIRES: 5-2-2011

KIMBERLY P. HURST
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAY 2, 2011