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

Davidson County AFFIDAVIT
Recvd: 01/17/08 14:38 3 pgs
Fees:17.00 Taxes:0.00
20080117-0005603

HEIRSHIP AFFIDAVIT AND INDEMNITY AGREEMENT

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The undersigned, Anne Luton-Locke, (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 New South Federal Savings Bank (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 Marjorie Helen Luton, deceased, (the "Decedent") who owned the following described real property located in Davidson County, Tennessee (herein referred to as the "Property"):

> Being Lot No. 34 of Section 3, McGaughey Heights, as of record in Book 1835, page 120, Registers Office for Davidson County, Tennessee, described as follows:
>
> Beginning on the southerly side of Littonwood Drive at the corner of Lots Nos. 34 and 35; thence with the line between said lots, southwardly 199.1 feet; thence westwardly 103.3 feet to the easterly margin of Hedgewood Drive; thence with the easterly margin of said Drive, northwardly 177.3 feet to the beginning of a curve; thence around said curve with a radius of 20 feet in a northeasterly direction 31.9 feet to the southerly margin of Littonwood Drive; thence with said Drive, eastwardly 81.4 feet to the beginning.
>
> Being the same property conveyed to MARJORIE HELEN LUTON, by deed from TRAVIS O. IVES and MARY ANN REESE, Administratrix with the Will annexed of Kathleen F. Evans, of record as Book 7460, page 107, dated September 25, 1987, subsequently, partially conveyed to ANNE LUTON-LOCKE by deeds from MARJORIE HELEN LUTON, of record as Instrument No. 20020619-0073965, Instrument No. 20030131-0013745, Instrument No. 20050105-0001992 and Instrument No. 20050831-0104688, said Register's Office.

2. Decedent died testate on March 17, 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 only surviving heir is Anne Luton-Locke of Nashville, Tennessee.

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

6. That the above surviving heir is 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 both parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 23rd day of August, 2007.

Anne Luton-Locke

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

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

Witness my hand, at office, this 23rd day of August, 2007.

Kimberly P. Hurst
Notary Public
My commission expires: 5-2-2011

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

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

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

MY COMMISSION EXPIRES: 5-2-2011