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

Davidson County AFFIDAVIT
Recvd: 08/15/08 10:23 3 pgs
Fees:17.00 Taxes:0.00
20080815-0083994

HEIRSHIP AFFIDAVIT AND INDEMNITY AGREEMENT

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The undersigned, James Matthew Hudson, (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, Affiant hereby makes the following covenants, representations and warranties:

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

> Land in the Twelfth (12th) Civil District of Davidson County, Tennessee, pursuant to Subdivision No. 81-16-G, Jim Hudson Subdivision, dated March 2, 1981 of record in Plat Book 5190, Page 495, Register's Office for Davidson County, Tennessee and being more particularly described as follows:
>
> Beginning at a concrete monument in the westerly margin of Knight Road; thence with said margin of said Road south 6° west 185 feet to a concrete monument; thence south 84.45° west 472 feet to an iron pin; thence north 6° east 185 feet to an iron pin in the property line of Charles F. Mager; thence with property line north 84° 45' east 472 feet to the point of beginning, containing 1.96 acres, more or less.
>
> Being the same property conveyed to JAMES F. HUDSON, by deed from DONALD REED HUDSON, of record in Book 5718, page 625, dated March 3, 1981, as corrected in Book 5734, page 475, dated April 16, 1981, said Register's Office. And being further conveyed to Susan I. Hudson, by Quitclaim Deed from James F. Hudson, of record in Book 6790, page 430, dated February 4, 1986, said Register's Office. The said Susan I. Hudson having since died intestate leaving the said property to her Heirs at Law. The Decedent's children, James Matthew Hudson and Elise Anne Hudson, are the only heirs of the Decedent by virtue of the laws of the State of Tennessee regarding descent and distribution, as reflected in that certain Heirship Affidavit and Indemnity Agreement of record in Instrument Number_**20080815-0083994** in the Register's Office of Davidson County, Tennessee.

2. Decedent died intestate on March 21, 2004, 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 heirs are James Matthew Hudson of 536 Brick Church Lane, Whites Creek, Tennessee 37189 and Elise Anne Hudson of 1701 Grove Street, Denver, Colorado 80204.

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 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 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 and Settlement Agent 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 and/or Settlement Agent. 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 and/or Settlement Agent 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 13th day of August, 2008.

James Matthew Hudson

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State James Matthew Hudson, 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 13th day of August, 2008.

Abigale L. Pierce
Notary Public
My commission expires: 9-25-2010

ABIGALE L. PIERCE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires SEPT. 25, 2010

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: May 2, 2011