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

HEIRSHIP AFFIDAVIT AND INDEMNITY AGREEMENT

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

The undersigned, _____, (collectively 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 (the "Insurer") to issue title insurance for the Property and to induce Lassiter, Tidwell, Davis, Keller & Hogan, PLLC (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 Tortuga Investments, LLC (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 Donald C. Callis, 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 Lot(s) 137, as shown on the map entitled Waters Place on Maxey Lane, of record as Plat Book 332, pages 136 and 137, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.
>
> Said Lot No. 137 fronts 50 feet on the westerly side of Riverside Drive and runs back between parallel lines 160 feet to an alley.
>
> Being the same property conveyed to DONALD C. CALLIS and BESSIE MARGARET COLE, for an during the lifetime of BESSIE MARGARET COLE and then the remainder to DONALD C. CALLIS, by deed from BIRDIE LEE HARRISON, of record as Book 6707, page 100, dated October 28, 1985, said Register's Office.

This is improved property commonly known as: 2110 Riverside Drive, Nashville, Tennessee 37216.

2. Affiant is familiar with the family history of the Decedent. Decedent died intestate on April 30, 2006 and that the place of residence and homestead, at the time of his death, was Davidson County, Tennessee.

3. At the time of his death, the Decedent was unmarried.

4. That Decedent's sole surviving heirs are Gloria Aide, Annie Roberts, Benton Callis, Jr., Ethel Mack.

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 28th day of August, 2009.

Gloria Aide

Annie Roberts

Benton Callis, Jr.

Ethel Mack

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State_____, 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 28th day of August, 2009.

_____
Notary Public
My commission expires: _____

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State **Gloria Aide**, the within named bargainors, 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 28th day of August, 2009.

JANIS L. DUREE
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY

Janis L Duree
Notary Public
My commission expires: 3/15/10

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State **Annie Roberts**, the within named bargainors, 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 28th day of August, 2009.

Notary Public
My commission expires: 3/15/10

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State **Benton Callis, Jr.**, the within named bargainors, 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 28th day of August, 2009.

Notary Public
My commission expires: 3/15/10

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State **Ethel Mack**, the within named bargainors, 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 28th day of August, 2009.

Notary Public
My commission expires: 3/15/10

JANIS L. DUREE
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY

Certificate of Authenticity

I, **G. Miller Hogan, II**, 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.

Signature

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, **Kimberly P. Hurst**, a notary public for this county and state, **G. Miller Hogan, II**, who acknowledges that this certification of an electronic document is true and correct and who signature I have witnessed on this 31st day of August, 2009.

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