Return To:
McCann & Hubbard
1804 Williamson Ct, Suite 201
Brentwood, TN 37027
615-377-3319

(1)

This Instrument Prepared By:
McCann & Hubbard
1804 Williamson Court, Suite 201
Brentwood, Tennessee 37027

AFFIDAVIT OF HEIRSHIP

WE, James M. Chastain, Kenneth Wayne Chastain, John R. Chastain, Carola Muir Martin, John Carleton Chastain, and Rita Billings (formerly known as Rita Faye Chastain), the Affiants, being first duly sworn, make oath as follows:

1. That Richard Hall Chastain died on April 29, 2007, in Abilene, Taylor County, Texas. He left a Last Will And Testament duly executed and witnessed, dated April 28, 2007, which was admitted to probate and is in the County Court of Taylor County, Texas, Case No. 26096. A copy of his Last Will And Testament is attached to this Affidavit of Heirship as Exhibit A.

2. The Last Will And Testament of Richard Hall Chastain devised the residue of his estate to his surviving spouse, Rita Faye Chastain, now known as Rita Billings.

3. Richard Hall Chastain was predeceased by his Mother, Juanita L. Chastain, who died on October 19, 2006, and her Will was admitted to probate in Davidson County, Tennessee on November 30, 2006, Case No. 06P-1925. Juanita L. Chastain owned real property at the time of her death located at 582 Huntington Parkway, Nashville, Davidson County, Tennessee 37209. A one-fourth (1/4) share of the estate of Juanita L. Chastain vested in Richard Hall Chastain upon the death of Juanita L. Chastain.

4. That the following persons constituted all the heirs at law of Richard Hall Chastain. No children of Richard Hall Chastain predeceased him leaving children of their own.

a. Rita Billings, formerly known as Rita Faye Chastain, Surviving Spouse
b. Carola Muir Martin, Daughter
c. John Carleton Chastain, Son

5. This affidavit is given as an inducement for Old Republic Title Insurance Company to insure the title to the above described property without taking any exception as to any and all matters set out herein above; and further the undersigned agrees to indemnify Old Republic Title Insurance Company, McCann & Hubbard, and/or anyone relying on this document for any loss caused by a misstatement of facts.

Tennessee Code Annotated 30-2-712 provides that whomever willfully, corruptly and falsely swears to any statement in any such affidavit known by the person to be false, or about which the person does not have sufficiently definite knowledge to justify the making such a sworn statement, and the statement is false, commits a Class E felony.

FURTHER, AFFIANTS SAITH NOT.

BILL GARRETT, Davidson County
Trans:T20160109752 AFFIDAVITH
Recvd: 12/14/16 10:08 13 pgs
Fees:67.00 Taxes:0.00
20161214-0130989

X _____ 12/9/16
James M. Chastain, Affiant DATED

X _____
Kenneth Wayne Chastain, Affiant DATED

X _____ 12-8-16
John R. Chastain, Affiant DATED

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared the within named Affiant, James M. Chastain, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who made oath that the statements contained in the foregoing affidavit are true to the best of Affiant's own knowledge.

WITNESS my hand and official seal this 9 day of December, 2016.

SCOTT HUBBARD STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

_____
Notary Public

My Commission Expires: 1-24-17

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared the within named Affiant, Kenneth Wayne Chastain, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who made oath that the statements contained in the foregoing affidavit are true to the best of Affiant's own knowledge.

WITNESS my hand and official seal this 9 day of December, 2016.

SCOTT HUBBARD STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

_____
Notary Public

My Commission Expires: 1-24-17

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared the within named Affiant, John R. Chastain, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who made oath that the statements contained in the foregoing affidavit are true to the best of Affiant's own knowledge.

WITNESS my hand and official seal this 8 day of December, 2016.

A. SCOTT HUBBARD STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

_____
Notary Public

My Commission Expires: 1-24-17

Carola Muir Martin 11/8/16
Carola Muir Martin, Affiant DATED

John Carleton Chastain 11/8/16
John Carleton Chastain, Affiant DATED

STATE OF TEXAS
COUNTY OF Taylor

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared the within named Affiant, Carola Muir Martin, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who made oath that the statements contained in the foregoing affidavit are true to the best of Affiant's own knowledge.

WITNESS my hand and official seal this 8th day of November, 2016.

Michelle Kelley
Notary Public My Commission Expires: November 19, 2016

MICHELLE KELLEY
MY COMMISSION EXPIRES
November 19, 2016

STATE OF TEXAS
COUNTY OF Taylor

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared the within named Affiant, John Carleton Chastain, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who made oath that the statements contained in the foregoing affidavit are true to the best of Affiant's own knowledge.

WITNESS my hand and official seal this 8th day of November, 2016.

Michelle Kelley
Notary Public My Commission Expires: November 19, 2016

MICHELLE KELLEY
MY COMMISSION EXPIRES
November 19, 2016

Rita Billings fka Rita Faye Chastain 12-5-16

Rita Billings, Affiant DATED
(formerly known as Rita Faye Chastain)

STATE OF TEXAS
COUNTY OF Taylor

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared the within named Affiant, Rita Billings, formerly known as Rita Faye Chastain, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who made oath that the statements contained in the foregoing affidavit are true to the best of Affiant's own knowledge.

WITNESS my hand and official seal this 5 day of December 2016.

Notary Public

My Commission Expires: 10/14/2018

NOTARY PUBLIC STATE OF TEXAS
Emily Morrow
Notary Public State of Texas
My Commission Expires
10-14-2018

EXHIBIT A

LAST WILL AND TESTAMENT
for
RICHARD HALL CHASTAIN

26,096

I, RICHARD HALL CHASTAIN, of TAYLOR County, Texas make this my LAST WILL AND TESTAMENT, and I revoke all Wills and Codicils previously made by me. I am a citizen of the United States of America.

ARTICLE I.
Identification

A. **Wife.** My wife's name is RITA FAYE CHASTAIN. All references in this Will to "my wife" are to her.

B. **Children.** I have two children from a prior marriage, CAROLA MUIR MARTIN and JOHN CARLETON CHASTAIN. My wife has one child from a prior marriage, TERRI CHRISTINE LILES. It is my intention to make no provisions for my wife's child from her prior marriage in this Will. Accordingly, all references in this Will to "my children" are to CAROLA MUIR MARTIN and JOHN CARLETON CHASTAIN.

TAYLOR COUNTY, TEXAS
True and correct copy of original filed in the Taylor County Clerks Office

ARTICLE II.
Specific Bequests

A. **First Bequest.** I give all of my interest in the real property and the improvements thereto which constitute my residential homestead at the time of my death to my wife, RITA FAYE CHASTAIN, for the term of her life, subject to the terms contained in this Section. Presently such property is located at 2009 CEDAR CREST DRIVE, ABILENE, TEXAS 79601. If RITA FAYE CHASTAIN fails to survive me, this gift shall lapse. RITA FAYE CHASTAIN shall be entitled to full possession of the property without requirement of bond or other security. RITA FAYE CHASTAIN shall maintain such property in good condition and shall pay for all assessments, insurance, taxes, and ordinary repairs. RITA FAYE CHASTAIN shall not be required to pay for damage to or depreciation of such property, unless it is caused by her act or omission. RITA FAYE CHASTAIN shall not be permitted to apply for and obtain an over age 65 homestead tax deferral which would otherwise allow her to defer property taxes on such property. This life estate shall terminate upon the earlier to occur of: (i) the death of RITA FAYE CHASTAIN, or (ii) the date of sale of such property during the lifetime of RITA FAYE CHASTAIN. This life estate shall also terminate if RITA FAYE CHASTAIN fails to physically occupy such residence for a period of six months. Upon termination of this life estate, the property (or the proceeds of sale) shall be distributed in the same manner as the residue of my estate would have been distributed had I died on the date such life estate terminated, with RITA FAYE CHASTAIN being treated for such purposes as having failed to survive me.

B. **Second Bequest.** I give certain MUSIC AND/OR MUSIC RECORDING EQUIPMENT, detailed in a separate MEMORANDUM written by me, to ABILENE CHRISTIAN UNIVERSITY; for the benefit of the charity's general charitable purpose. I request that the beneficiaries of my estate and my Executor honor the provisions of any MEMORANDUM written by me (which is not to be a part of this Will) satisfying or explain this bequest.

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ARTICLE III.
Beneficiaries

I give all of the residue of my estate to my wife if she survives me. If my wife fails to survive me, I give all of the residue of my estate to my children in equal shares. If my children fail to survive me, I give all of the residue of my estate to my descendants who survive me per stirpes. If neither my wife nor any descendant of mine survives me, I give all of the residue of my estate to my heirs.

ARTICLE IV.
Contingent Trusts

A. **Applicability.** Any share of my estate that is to be distributed to a person who is under the age of 25 or who is, in the absolute and uncontrolled discretion of my Executor, incapacitated by reason of legal incapacity or physical or mental illness or infirmity (referred to herein as the "Beneficiary"), shall be held by my Trustee as a separate trust for the benefit of such Beneficiary.

B. **Distributions.** My Trustee shall distribute to the Beneficiary of each trust such amounts of the income and principal of such trust as my Trustee, in my Trustee's absolute and uncontrolled discretion, deems desirable from time to time to provide for such Beneficiary's comfort, health, support, maintenance or education, directly and without the interposition of any guardian.

C. **Termination.** Each trust created by this Article for a Beneficiary who is under age 25 shall terminate when such Beneficiary attains that age. Each trust created by this Article for a person who is incapacitated shall terminate when the Beneficiary of such trust, in the absolute and uncontrolled discretion of my Trustee, is legally, mentally and physically capable of receiving the outright ownership of the property of such trust. Upon the termination of a trust created by this Article, the remaining property of such trust shall be distributed to the Beneficiary of such trust, but if a Beneficiary dies before the termination of such Beneficiary's trust, then upon such Beneficiary's death the remaining property of such trust shall be distributed to such Beneficiary's estate.

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ARTICLE V.
Fiduciary Appointments

A. **Executor and Trustee.** I appoint my friend, DR. ED MATTHEWS, to be Independent Executor of my Will and estate and Trustee of all trusts created buy my Will. If DR. ED MATTHEWS fails to qualify or ceases to serve, I appoint my friend, DR. LARRY BRADSHAW, to be Independent Executor of my Will and estate and Trustee of all trusts created buy my Will.

B. **Bond; Independent Administration.** No bond or other security shall be required of my Executor or of my Trustee in any jurisdiction. No action shall be required in any court in relation to the settlement of my estate other than the probating and recording of my Will and the return of an inventory, appraisement and list of claims of my estate.

C. **Expenses; Compensation.** Every fiduciary shall be reimbursed for the reasonable costs and expenses incurred in connection with such fiduciary's duties. Each corporate fiduciary shall be entitled to fair and reasonable compensation for services rendered by such fiduciary in an amount not exceeding the customary and prevailing charges for services of a similar character at the time and place such services are performed.

D. **Ancillary Fiduciaries.** If my estate or any trust created by this Will contains property located in another state or a foreign jurisdiction and my Executor or Trustee cannot or chooses not to serve under the laws thereof, my Executor or Trustee shall have the power to appoint an ancillary individual or corporate Executor or Trustee of such property.

E. **Executor, Trustee and Fiduciary.** Unless another meaning is clearly indicated or required by context or circumstances, the term "Executor" or "Trustee" shall also mean and include all persons or entities who may at any time be serving and any co-fiduciaries, alternates or successors. The term "fiduciary" shall include any Executor or Trustee. Except as otherwise specifically provided in this Will, if two or more fiduciaries are named or serving hereunder and any one or more, but not all, decline, fail or cease to serve for any reason, then the remaining fiduciary or fiduciaries, as the case may be, shall be appointed or continue to serve in such capacity. In all matters relating to my estate or to any trust created by my Will, the decision of a majority of the Executors or Trustees then serving shall control. Any writing signed by the persons whose decision shall control shall be valid and effective for all purposes as if signed by all such Executors or Trustees.

F. **Involuntary Removal.** An individual fiduciary serving hereunder shall be treated as having failed to serve or as having ceased to serve if such fiduciary refuses to arrange for or submit to a mental status examination requested by any individual specifically

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named to serve as a successor to such fiduciary, the purpose of which is to determine whether such fiduciary should be permitted to continue to serve as Executor or Trustee hereunder, provided that such examinations shall not occur more frequently than once every two years, and provided further that the cost of such examinations shall be paid by my estate if it concerns my Executor, by the relevant trust if it concerns the trusteeship of one trust, or equally by several trusts if it concerns the trusteeship of more than one trust.

ARTICLE VI.
Fiduciary Provisions

Each fiduciary shall act independently and free from the control of any court as to my estate (and as to all of the property of my estate), and shall have and possess all powers and authorities conferred upon trustees by the Texas Trust Code, and by any future amendments to the Texas Trust Code or any corresponding statute, except for any instance in which the Texas Trust Code, as amended, or any such other statutory provisions may conflict with the express provisions of this Will, in which case the express provisions of this Will shall control. In addition to such powers and authorities, each fiduciary shall have and possess the following powers and authorities (each of which shall be exercisable in the discretion of such fiduciary) with respect to my estate, and the following provisions shall apply to my estate:

(1) To retain, in the discretion of my Executor, any property owned by me without regard to the duty to diversify investments under the Texas Trust Code and without liability for any depreciation or loss occasioned by such retention;

(2) To exchange, sell or lease (including leases for terms exceeding the duration of all trusts created by this Will) for cash, property or credit, or to partition, publicly or privately, at such prices, on such terms, times and conditions and by instruments of such character and with such covenants as my Executor deems proper, all or any part of the properties of my estate, and no vendee or lessee shall be required to look to the application of any funds paid to my Executor;

(3) To borrow money from any source (including any Executor) and to mortgage, pledge, or in any other manner encumber all or any part of the properties of my estate as may be advisable in the judgment of my Executor for the advantageous administration of my estate;

(4) To make, in the discretion of my Executor, any distribution required or permitted to be made to any beneficiary under this Will in any of the

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following ways when such beneficiary is a minor or a person who is incapacitated in the judgment of my Executor by reason of legal incapacity or physical or mental illness or infirmity: (i) to such beneficiary directly; (ii) to the guardian of such beneficiary's person or estate; (iii) by utilizing the same, directly and without the interposition of any guardian, for the health, support, maintenance, or education of such beneficiary; (iv) to a person or financial institution serving as custodian for such beneficiary under a uniform gifts to minors act or a uniform transfers to minors act of any state; (v) by reimbursing the person who is actually taking care of such beneficiary (even though such person is not the legal guardian) for expenditures made by such person for the benefit of such beneficiary; and (vi) by managing such distribution as a separate fund on the beneficiary's behalf, subject to the beneficiary's continuing right to withdraw the distribution; and the written receipts of the persons receiving such distributions shall be full and complete acquittances to my Executor;

(5) To make divisions, partitions, or distributions in money or in kind, or partly in each, whenever required or permitted to divide, partition, or distribute all or any part of my estate; and, in making any such divisions, partitions, or distributions, the judgment of my Executor in the selection and valuation of the assets to be so divided, partitioned, or distributed shall be binding and conclusive; and, further, my Executor shall be authorized to make distributions from my estate on a non-pro rata basis;

(6) To invest and reinvest the properties of my estate in any kind of property whatsoever, real or personal, whether or not productive of income and without regard to the proportion that such property or property of a similar character held may bear to my entire estate; and

(7) To enter into any transaction on behalf of my estate (including loans to beneficiaries for adequate security and adequate interest) despite the fact that another party to any such transaction may be (i) a trust of which any Executor under this Will is also a trustee; (ii) an estate of which any Executor under this Will is also an executor, personal representative or administrator, including my estate; (iii) a business or trust controlled by any Executor under this Will or of which any such Executor, or any director, officer or employee of any such corporate Executor or corporate Trustee, is also a director, officer or employee; or (iv) any beneficiary or Executor under this Will acting individually.

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ARTICLE VII.
Miscellaneous

A. **Spendthrift Provisions.** Prior to the actual receipt of property by any beneficiary, no property (income or principal) distributable under this Will shall, voluntarily or involuntarily, be subject to anticipation or assignment by any beneficiary, or to attachment by or to the interference or control of any creditor or assignee of any beneficiary, or taken or reached by any legal or equitable process in satisfaction of any debt or liability of any beneficiary, and any attempted transfer or encumbrance of any interest in such property by any beneficiary hereunder prior to distribution shall be void.

B. **Survivorship Provisions.** No person shall be deemed to have survived me if such person shall die within 30 days after my death; however, my Executor may make distributions from my estate within that period for the support of my wife and my children.

C. **Payment of Debts.** I direct that all of my legal debts, funeral and testamentary expenses, costs and expenses of administration of my estate, and all estate, inheritance, transfer and succession taxes (Federal, State and others) upon or with respect to any property required to be included in my gross estate under the provisions of any law, and whether or not passing hereunder, shall be paid as soon after my death as in the opinion of my Executor is practical and advisable. If at the time of my death any of my real property is subject to a mortgage, I direct that the devisee taking such mortgaged property shall take it subject to such mortgage and that such person shall not be entitled to have the obligation secured thereby paid out of my general estate. My Executor is specifically given the right to renew, refinance and extend, in any form that my Executor deems best, any secured or unsecured debt or charge existing at the time of my death. Under no circumstances shall my Executor be required to prepay any debt of mine.

D. **Descendants.** References to "descendant" or "descendants" mean lineal blood descendants of the first, second or any other degree of the ancestor designated; provided, however, such references shall include, with respect to any provision of this Will, descendants who have been conceived at any specific point in time relevant to such provision and who thereafter survive birth; and provided, further, an adopted child and such adopted child's lineal descendants by blood or adoption shall be considered under my Will as lineal blood descendants of the adopting parent or parents and of anyone who is by blood or adoption a lineal ancestor of the adopting parent or of either of the adopting parents.

E. **Heirs.** References to "heirs" are to those persons who would inherit separate personal property from the person designated under the statutes of descent and

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distribution of the State of Texas, if such person died intestate and single at such time.

F. Per Stirpes. When a distribution is to be made to a person's descendants "per stirpes," property shall be divided into as many equal shares as there are (i) members of the nearest generation of descendants who survive me, and (ii) deceased members of that generation who leave descendants who survive me. This division into shares shall begin at the generation nearest to such person regardless of whether that generation has a surviving member. Each surviving member of the nearest generation of descendants with a member who survives me shall receive one share, and the share that would have passed to each deceased member of that generation who leaves descendants who survive me shall be divided in a similar manner (by reapplying the preceding rule) among his or her descendants who survive me. For example, if a person has deceased children and surviving children when a distribution is to be made, the assets will be divided into equal shares at the child level and distributed per stirpes below that level; however, if the person has no surviving children at such time, that equal division will still be made at the child level and distributed per stirpes below that level. This definition is intended to override any conflicting or contrary common law definition.

ARTICLE VIII.
No Contest Clause

If any beneficiary of my estate or of a trust created hereunder in any manner, directly or indirectly, contests the probate or validity of this Will or any of its provisions, or institutes or joins in, except as a party defendant, any proceeding to contest the probate or validity of this Will or to prevent any provision hereof from being carried out in accordance with the terms hereof, whether or not such proceedings are instituted in good faith or with probable cause, then all benefits provided for such beneficiary and such contesting beneficiary's descendants are revoked and shall pass as if that contesting beneficiary and such contesting beneficiary's descendants had failed to survive me. Each benefit conferred herein is made on the condition precedent that the beneficiary receiving such benefit shall accept and agree to all of the provisions of this Will or any trust created hereunder, and the provisions of this Article are an essential part of each and every benefit. Every fiduciary shall be reimbursed for the reasonable costs and expenses, including attorneys' fees, incurred in connection with the defense of any such contest. Such reimbursement shall be made from my estate if the contest involves my estate, or from the affected trust if the contest involves a trust.

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IN TESTIMONY WHEREOF, I have placed my initials on each of the foregoing pages of this, my LAST WILL AND TESTAMENT, and in the presence of two Witnesses, who are acting as witnesses at my request, in my presence and in the presence of each other, I hereunto sign my name, on April 25th, 2007.

RICHARD KELL CHAMBERLAIN, Testator

The foregoing instrument was signed by the Testator in our presence and declared by him to be his LAST WILL AND TESTAMENT, and we, the undersigned Witnesses, sign our names hereunto as witnesses at the request and in the presence of the Testator, and in the presence of each other, on April 25th, 2007.

725 Bent Dr

Abilene, TX 79601

Matthew Boisvert

1634 Smith Dr

Abilene TX 79601

2158 River Oaks Circle

Abilene, TX 79605

FILED FOR RECORD
___O'CLOCK___ MIN___

MAY 17 2007

Larry G. Bevill
County Clerk, Taylor County, Texas
True and correct ____ Deputy
copy of original ____
filed in the Taylor
County Clerks Office