This instrument prepared by:
Tennessee Title Services, LLC
112 Center Pointe Drive, Suite A
Clarksville, Tennessee 37040

Map & Parcel 096-11-0-061.00
File #17-0134CV

BILL GARRETT, Davidson County
Trans:T20170030850 AFFIDAVITH
Recvd: 04/12/17 10:57 12 pgs
Fees:62.00 Taxes:0.00
20170412-0035764

Affidavit as to Heirs

(Pursuant to TENN.CODE ANN. Section 30-2-712)

State of Tennessee
County of Wilson

On the ___ day of April 2017, before me personally appeared **Helen L. Ellis**, to me personally known, who being by me duly sworn, on oath did say that Affiants are familiar with the family history of **Norman Daniel Ellis, Sr., a single person**, deceased, who was the owner of the following in Davidson County, Tennessee:

See attached Exhibit "A"

Title to the aforedescribed real property was vested in **Norman Daniel Ellis, Sr.**, who is now deceased, having died **Testate**, on September 3, 2015, a resident of Davidson County, Tennessee. *A copy of the un-probated will is attached to demonstrate the disposition of the subject property to the sole heir named within this document, attached as Exhibit B.*

See attached Exhibit "B"

And Affiant, having known the decedent for 60 years, further states that this decedent left surviving the following persons as heirs or otherwise interested in the estate, and that such persons are over the age of eighteen years unless otherwise stated:

Name	Relationship to Decedent
Norman D. Ellis, Jr.	**Son**

Affiants state that the decedent left no spouse, other children, adopted children, or descendants of deceased children or adopted children except as listed above.

The decedent left a will. The devisees are demonstrated in the attached "Exhibit B." The devisees listed in the will are the same as the said heir(s) affirmed in this Affidavit of Heirship.

That the undersigned agrees to indemnify and hold harmless Tennessee Title Services, LLC, and Chicago Title Insurance for liability which either or both of them may incur as a result of issuing policies of title insurance on the property fully described in Exhibit "A", in reliance on this affidavit.

This affidavit is given for the express purpose of clearing title to the aforementioned parcel of real property.

State of Tennessee
County of Wilson

I, **Helen L. Ellis**, being first duly sworn, make oath that we have read the foregoing Affidavit of Heirship and that the facts contained therein are true and correct to the best of our knowledge, information, and belief.

Helen L. Ellis

Sworn to and subscribed before me on this 10th day of April, 2017.

Notary Public
My Commission Expires: 10/26/2020

JENNIFER G. HARRIS STATE OF TENNESSEE NOTARY PUBLIC WILSON COUNTY

(Notary Seal)

STATE OF TENNESSEE
COUNTY OF Wilson

Personally appeared before me, the undersigned, a notary public in and for said county and state, the within named **Helen L. Ellis,** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he/she/they executed the within instrument for the purposes therein contained.

Witness my hand and seal at Mt Juliet, Tennessee, this 10th day of April, 2017.

Notary Public at Large
My commission expires: 10/26/2020

JENNIFER G. HARRIS STATE OF TENNESSEE NOTARY PUBLIC WILSON COUNTY

EXHIBIT "A"
LEGAL DESCRIPTION

LAND located in Davidson County, State of Tennessee, more particularly described as follows:

Being Lot No. 35 on the plan of Hickory Bend, Section 1, as shown by plat of record in Book 3300, Page 38, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete legal description.

BEING the same property conveyed to William E. Ellis, Jr. and wife, Lucille M. Ellis, by Warranty Deed from Hickory Bend Construction Co. Inc., dated 11/13/62 and recorded 11/20/62, in Book 3463, Page 15, Register's Office for Davidson County, Tennessee. The said William E. Ellis, Jr. predeceased Lucille M. Ellis, having died 5/20/77.

The said Lucille M. Ellis a/k/a Carrie Lucile Ellis having since died on 10/30/93. Pursuant to her will of record in Book 9192, Page 759, she devised the subject property to her son, Norman Daniel Ellis. The said Norman Daniel Ellis a/k/a Norman Daniel Ellis, Sr., having since died on 9/3/15.

Pursuant to Affidavit of Heirships of record in Instrument Nos. 20170308-0023174 and 20170308-0023173, the sole heir of Norman Daniel Ellis, Sr., is Norman D. Ellis, Jr., thus vesting subject property in Normal D. Ellis, Jr.

Exhibit 'B'

COPY

Last Will and Testament

OF

Norman D. Ellis

Exordium: I, Norman D. Ellis, domiciled in Davidson County, Tennessee, do make, publish and declare this to be my Last Will and Testament, hereby revoking all Wills and Codicils heretofore made by me.

ARTICLE I

PAYMENT OF DEBTS, EXPENSES AND COSTS

Unsecured Debts: I direct that all of my just debts, my funeral expenses (including the cost of a suitable monument at my grave), unpaid charitable pledges (whether or not the same are enforceable obligation of my estate) and the costs of administration of my estate be paid as soon as practicable after my death. My Executor in its sole discretion, may pay from my domiciliary estate all or any portion of the cost of ancillary administration and similar proceedings in other jurisdictions.

In the event that any property or interest in property passing under this will, by operation of law, or otherwise by reason of my

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death (other than as a part of my residuary estate), shall be encumbered by mortgage or lien, or shall be pledged to secure any obligation (whether the property or interest in property so encumbered or pledged shall be owned by me jointly or individually), it is my intention that such indebtedness shall not be charged to or paid from my estate, but that the devisee legatee, joint owner taking by survivorship, or beneficiary receiving such property or interest in property shall take it subject to all encumbrances existing at the time of my death.

Any insurance on my life or other similar insurance payable to Executor or Administrator of my estate, or to my estate, shall be free from the claims of creditors and shall be governed by the provisions of my Will; provided, however, that my Executor may in its sole discretion pay my personal debts from the proceeds of such policies, but my Executor shall in its sole discretion, determine which, if any, of my debts shall be so paid.

ARTICLE II

PAYMENT OF DEATH TAXES

All To Be Paid From Residuary Estate: I direct that there shall be paid out of my residuary estate, without apportionment, all estate, inheritance, succession and other taxes (together with any penalty thereon), assessed by reason of my death, imposed by the

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government of the United States, or any state or territory thereof, or by any foreign government or political subdivision thereof in respect of all property required to be included in my gross estate for estate or like tax purposes by any of such governments, whether the property passes under this will or otherwise, including property over which I have a taxable power of appointment (but excluding Qualified Terminable Interest Property), without contribution by any recipient of any such property.

ARTICLE III

PERSONAL EFFECTS

Omnibus Clause: I bequeath to my son, Norman D. Ellis, Jr., in fee, all clothing, jewelry, household goods, personal effects, and automobiles. I direct that any expenses incurred in safeguarding or delivering such property be paid from my estate as an administrative expense thereto.

ARTICLE IV

DISPOSITION OF THE RESIDUE

Defining residue: All the rest, residue and remainder of the property which I may own at the time of my death, real, personal and mixed, tangible and intangible, of whatsoever nature and wheresoever situated, including all property which I may acquire or become

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entitled to after the execution of this Will, including all lapsed legacies and devises and all life insurance payable to my estate (but excluding any property over or concerning which I may have any power of appointment), I bequeath and devise in fee to my son, Norman D. Ellis, Jr., per stirpes

ARTICLE V

ADVANCEMENTS

Advancements - not to be charged: I have heretofore made gifts to certain of the beneficiaries hereunder and I may make additional gifts to them and to other beneficiaries. I hereby ratify and confirm all such gifts and I direct that no gift shall be deemed or construed as an advancement to any beneficiary hereunder nor shall any such gift be taken into account in the settlement of my estate.

ARTICLE VI

POWERS OF EXECUTOR

Grant of powers by reference to statute: I authorize my Executor (Executrix) (including any substitute or successor personal representative) in the exercise of reasonable discretion with respect to all property, real and personal, at any time forming part of my estate or any trust, to exercise any or all the powers set forth in Section Three of Chapter 110 of the Tennessee General Assembly 1963, TCA 35-50-110, to the extent applicable, all of which

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provisions and powers are incorporated herein by reference as fully as if copied herein verbatim. These powers (as set out in said statute on the date of the execution of this Will) are granted, notwithstanding that said statute may be amended hereafter or repealed at the time of my death.

ARTICLE VII

APPOINTMENT OF EXECUTOR

Individual Executors: I appoint my son, Norman D. Ellis, Jr. as Executor (Executrix) of this my Last Will and Testament. I direct that no bond, inventory and/or accounting be required of my said Executrix or alternate Executor (Executrix) for the faithful performance of their duties. If my said son, Norman D. Ellis, Jr., shall predecease me or for any reason shall fail to qualify as Executrix hereunder (or having qualified, shall die or resign) then in such event, I appoint my daughter in law, Misty Ellis and in such capacity shall possess and exercise all powers and authority herein conferred. I vest my Executor (Executrix) with full power and authority to sell, transfer and convey any property, real or personal, which I may own at the time of my death at such time and price and upon such terms and conditions (including credit) as they (or it) may determine and to do every other act and thing necessary or appropriate for the complete administration of my estate.

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TESTIMONIUM

IN TESTIMONY WHEREOF, I have here unto subscribed my name to this my Last Will and Testament, consisting of this and 5 preceding typewritten pages, and for the purpose of identification I have initialed each page, all in the presence of the persons witnessing it at my request on this 16th day of December, 2013 at Nashville, Tennessee.

Norman D. Ellis

ATTESTATION

The foregoing, instrument, consisting of this and 5 preceding typewritten pages, was signed, sealed, published and declared by Norman D. Ellis, to be his Last Will and Testament in our presence and we at his request and in his presence and in the presence of each other, have hereunto subscribed our names as witnesses, this 16th day of December, 2013, at Nashville, Tennessee.

witness residing at 120 Donelson Pike Nashville, TN 37214

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_____residing at 120 Donelson Pike
Witness Nashville, TN 37214

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AFFIDAVIT OF WITNESS TO PROVE WILL

Larry McNutt and David Gribble after being duly sworn according to law, depose and say:

1. That they are adult citizens of Nashville, Davidson County, Tennessee.

2. That they witnessed the execution of the Last Will and Testament of Norman D. Ellis, dated December 16, 2013, to which this affidavit is attached, and that this affidavit is being made at the request of the Testator, and in accordance with Tennessee Code Annotated 32-2-211.

3. That their signatures are affixed to said Last Will and Testament, that they signed or affixed their name at the instance and at the request of the Testator and in his presence, and in the presence of each other, at the place and on the date recited in said Last Will and Testament.

4. That the Testator signed said paper writing as and for his Last Will and Testament in their sight and presence.

5. That at the time they witnessed said Will, the Testator was, in their opinion, of sound mind.

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STATE OF TENNESSEE}
COUNTY OF DAVIDSON}

Subscribed and Sworn to before me this 16th day of December, 2013.

NOTARY PUBLIC

My commission expires: 5-20-14.

HARRY McNUTT
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires

Prepared by:
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