THIS AFFIDAVIT OF HEIRSHIP PREPARED BY:

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Karen Y Johnson Davidson County
Batch# 142046 AFFIDAVITH
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20180918-0092287

AFFIDAVIT OF HEIRSHIP

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Comes the affiant, Mary Ella Rainbolt, being first duly sworn according to law, being of lawful age and a resident of Mount Juliet, Wilson County, State of Tennessee, and pursuant to Section 30-2-712 of the Tennessee Code Annotated, hereby swears to the following of her own free will and based upon her personal knowledge and familiarity:

1. Elmer Roscoe Turner (the "decedent") died June 23, 2018.

2. The decedent died without a surviving spouse. The decedent never married.

3. The decedent died without issue. The decedent never had any children or adopted any children.

4. The decedent died without surviving parent or parents. The decedent's mother, Ruby May Cason Turner died on September 17, 1988. The decedent's father, Roscoe Jacob Turner died on November 15, 1988.

5. The decedent died without surviving brothers or sisters. The decedent had three siblings.

6. The decedent's bother, Ray Franklin Turner died on June 17, 2012. Ray Franklin Turner died with eight surviving issue, Sharon Kay Thompson, Randy Franklin Turner, Mary Ella Rainbolt, Jeffrey Dean Turner, Edith May Hawkins, Carlton Ray Turner, Douglas Gene Turner, and Sherry Lynne Nash. Ray Franklin Turner's son, Jacob Ernest Turner, predeceased on January 27, 1959. Jacob Ernest Turner died without issue. Ray Franklin Turner never had any other natural born children or adopted any other children.

7. The decedent's brother, Henry Lee Turner died on November 11, 2009. Henry Lee Turner died with two surviving issue, Kevin Lee Turner and Kelly Frances Warrick. Henry Lee Turner never had any other natural born children or adopted any other children.

8. The decedent's sister, Lena Sue Turner Barnes died on December 30, 1999. Lena Sue Turner Barnes died without issue.

9. The decedent died with ten nieces and nephews, Sharon Kay Thompson, Randy Franklin Turner, Mary Ella Rainbolt, Jeffrey Dean Turner, Edith May Hawkins, Carlton Ray Turner, Douglas Gene Turner, Sherry Lynne Nash, Kevin Lee Turner, and Kelly Frances Warrick.

10. Accordingly, the heirs-at-law of the decedent are Sharon Kay Thompson, Randy Franklin Turner, Mary Ella Rainbolt, Jeffrey Dean Turner, Edith May Hawkins, Carlton Ray Turner, Douglas Gene Turner, Sherry Lynne Nash, Kevin Lee Turner, and Kelly Frances Warrick, all of whom are adults.

11. At the time of his death, the decedent owned real property located at 5749 River Trace, Nashville, Tennessee, Davidson County Tax Map 066 00 0, Parcel No. 021.00, and 0 River Trace, Nashville, Tennessee, Davidson County Tax Map 066 00 0, Parcel No. 020.00, and both tracts being more particularly described in deed of record in Book 2134, page 306, Register's Office for Davidson County, Tennessee, which were conveyed to the decedent by Will of record in Book 8177, page 285, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description. A copy of the deed and Will are attached hereto.

12. This affidavit will confirm the vesting of title to the real property located at 5749 River Trace and 0 River Trace, Nashville, Davidson County, Tennessee, after the death of Elmer Roscoe Turner in his heirs-at-law, Sharon Kay Thompson, Randy Franklin Turner, Mary Ella Rainbolt, Jeffrey Dean Turner, Edith May Hawkins, Carlton Ray Turner, Douglas Gene Turner, Sherry Lynne Nash, Kevin Lee Turner, and Kelly Frances Warrick, in equal shares as tenants in common.

Further, affiant saith not.

Dated this 13th day of September, 2018.

Mary Ella Rainbolt

Mary Ella Rainbolt

Subscribed and sworn to before me this 13th day of September, 2018.

Cindy Gaskins

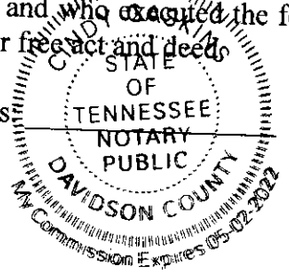
Notary Public

My Commission Expires:

CINDY GASKINS
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 05-02-2022

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, Mary Ella Rainbolt, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.



My Commission Expires:

Cindy Daskins
Notary Public

K 2134

INSTALLMENT DEED

FROM O.B.Oglesby TO Roscoe J.Turner and wife

The Guaranty Title Co.
Title Guarantees
Abstracts of Title
223 Third Ave. N.
NASHVILLE, TENN.

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record this 3rd day FEB A.D. 1955 at 2:15 o'clock P.M.
Noted in Book 29 Page 447
Recorded in Book 2135 Page
Recording Fee
JAMES P. WILSON, Register
By [illegible] D.C.

For and in Consideration of the sum of

Four Hundred ($400.00) Dollars,

of which Five ($5.00) Dollars,

has been paid in cash by Roscoe J.Turner and wife, Ruby May Turner,

the receipt of which is hereby acknowledged, and for the remainder

Three Hundred and Ninety Five ($395.00) Dollars,

the said Roscoe J.Turner and wife, Ruby May Turner have

Executed 26- Notes in the sum of Fifteen ($15.00) Dollars each and one Note in the sum of Five ($5.00) Dollars.

Each Note bearing even date here with, the first Note becomming due and payable on the 4th-day of September 1955, and one on the 4th-day of each month following there after untill all 27-Notes are paid in full with interest.

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed,

I C.B.Oglesby

have this day bargained and sold, and do hereby transfer and convey unto the said

Roscoe J.Turner and wife, Ruby May Turner, Their heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Being Lot No.13-in C.B.Oglesby,Subdivision at Island Branch in the 13th,Civil District of Davidson County,Tenn. Said Lot No.13-fronts Fifty (50) Ft, on the Southerly margin of the Tennessee Central Railroad Right of Way, and runs back Southerly between parallel lines to the low water mark of the Cumberland River, and is part of the same property conveyed by C.F.Thomas,ET-AL. by deed to O.B. Oglesby, and of record in Book 1848 Page 37. R.O.D.C.Tennessee.

Building restriction building must be 600 square feet floor space and designed as residence.

Counter Recd

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	Sec. 16

T.C. R.R. Highway

RELEASE

31 Jan 1955
C.B. Oglesby

G 306

K 2134

To have and to hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Roscoe J.Turner and wife, Ruby May Turner, Their heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind My Self My heirs and representatives, to warrant and forever defend the title to said real estate to said Roscoe J.Turner and wife, Ruby May Turner, Their heirs and assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to Me in hand paid, By, the said Roscoe J.Turner and wife, Ruby May Turner,

do hereby transfer and convey unto Forrest W.Graham Jr., Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

We, the said Roscoe J.Turner and wife, Ruby May Turner,

do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $ until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said notes, as his interest may appear.

We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case We fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured herein, the same to bear interest from the date of such payment.

Now, if WE, the said Roscoe J.Turner and wife, Ruby May Turner, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if We fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; or should fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes shall become due and payable at once, without notice, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House in said county to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance. We agree, that the Trustee may, at any time after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree that, in the event the Trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to Roscoe J.Turner and Ruby May Turner, or representatives or assigns.

G 307

K 2134

In case of the death, absence, inability or refusal of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said ten notes, or, if more than one, then of the first remaining unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to Forrest W. Graham Jr., Trustee, shall be vested in said successor.

IN WITNESS WHEREOF, we, the said C.B.Oglesby, And Roscoe J.Turner and wife Ruby May Turner, hereunto set our hands at Nashville, Tennessee, this the 17 day of April 19 52

C.B. Oglesby
Roscoe J. Turner
Ruby May Turner

STATE OF TENNESSEE
Davidson County.

FORREST W. GRAHAM

Personally appeared before me, a Notary Public in and for said County and State, the within named C.B.Oglesby,

the bargainor, with whom I am personally acquainted, and who acknowledged that He executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville day of April 17 19 52

My Commission Expires OCT. 21, 1952

Commission Expires

STATE OF Tennessee
Davidson County.

Personally appeared before me, a Notary Public in and for said County and State, the within named Roscoe J.Turner and wife, Ruby May Turner,

the bargainor, with whom I am personally acquainted, and who acknowledged that They executed the within instrument for the purpose therein contained.

Witness my hand and official seal at this 3rd day of April 1952

Notary Public.

My Commission Expires April 5, 1954

G 308

STATE OF TENNESSEE
CHEATHAM COUNTY
I, Roscoe Sanders, Clerk & Master of the Chancery Court of said county, do hereby certify that the foregoing instrument contains a true and complete copy of Will of Roscoe Jacob Turner as same appears of record or on the file in minute Book 24 Page 512

OF

ROSCOE JACOB TURNER

I, Roscoe Jacob Turner being of sound mind and disposing memory do hereby make, declare and publish this my Last Will and Testament, hereby revoking any and all former wills and codicils made heretofore by me.

FILED: 8-14-90 AM 11:22
CLERK & MASTER

FIRST: I hereby direct that those in charge of my estate pay the expenses of my last illness and burial expenses, from the first money coming into their hands, and I direct that they not be required to file an inventory of my assets nor file a detailed final accounting of the receipts and disbursements.

SECOND: I give, will, devise and bequeath all my interest, which is an undivided remainder interest in a house and lot at 3021 Capps Drive, Nashville, Tennessee, to my two sons, Henry Lee Turner and Ray Franklin Turner. This property is now subject to a life estate in Cassie Lee Turner.

ENTERED WILL BOOK 2
PAGE 516 8-14 1990

THIRD: I give, will, devise and bequeath to my son, Elmer Roscoe Turner, all my interest in two pieces of real estate located in Davidson County, Tennessee. The lots are numbered 12 and 13 and one of the lots is improved with a mobile home and the other a house and they are situated on Old Hydes Ferry Pike.

FOURTH: I give, will, devise and bequeath my homeplace, house and approximately 88 acres as well as all equipment, equally, to my son Elmer Roscoe Turner and my daughter, Lena Sue Turner.

FIFTH: All the rest, residue and remainder of my property, real and personal wheresoever situated, I give, will, devise and bequeath equally to my son, Elmer Roscoe Turner and Daughter, Lena Sue Turner.

SIXTH: I hereby nominate, designate and appoint my

and Testament and direct that she not be required to make bond.

IN WITNESS WHEREOF, I have hereunto set my hand and signed each of the 2 pages of this my Last Will and Testament, this 4 day of October, 1988.

Roscoe Jacob Turner
ROSCOE JACOB TURNER - TESTATOR

ATTESTATION CLAUSE

Signed, signified, published and declared by the Testator, as and for his Last Will and Testament, in the presence of us, the undersigned attesting witnesses, who, at his request and direction, and in his sight and presence, and in the sight and presence of each other, have hereunto set our hands as such witnesses the day and date above written.

WITNESSES:

(Signature) Richard R. Hedgepath
(Address) 4800 Charlotte Ave
Nashville, TN 37209

(Signature) Jayne Jaubert
(Address) 4800 Charlotte Ave
Nashville, TN 37209

50381

REGISTER'S OFFICE
Davidson County, Tennessee
Aug 17 1 05 PM '90

This instrument prepared by: Richard R. Hedgepath, Attorney
4800 Charlotte Avenue
Nashville, Tennessee 37209