Karen Johnson Davidson County
Batch# 214738 AFFIDAVITH
04/08/2019 08:43:30 AM 19 pgs
Fees: $97.00 Taxes: $0.00
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Return to:

Realty Title & Escrow Co., Inc.
1118 Nashville Hwy, Ste 150
Columbia, TN 38401
931-540-1282

AFFIDAVIT OF HEIRSHIP
Regarding
DOREEN D. JOHNSON

Comes now the undersigned, Doris Taylor, Sandra Anderson, Linda Minor, Alan Mills, Christopher Mills, Gregory Mills, Felecia Mills Jones, and Yolanda Thomas being duly sworn, pursuant to TCA §30-2-712, and makes oath that the following statements are true and accurate based on their personal knowledge:

1. Doreen D. Johnson died testate and unmarried on August 5, 2018, as an adult resident of Davidson County, Tennessee.

2. The undersigned Doris Taylor, Sandra Anderson, Linda Minor, Alan Mills, Christopher Mills, and Gregory Mills are the adult brothers and sisters of Doreen D. Johnson and are the only siblings of the said Doreen D. Johnson either by natural birth or adopted.

3. The said Felecia Mills Jones is an extended family member of Doreen D. Johnson and specifically avers that she is not an heir-at-law of Doreen D. Johnson and is not entitled to any portion of the decedent's intestate estate.

4. The said Yolanda Thomas is a close friend of the family of Doreen D. Johnson and specifically avers that she is not an heir-at-law of Doreen D. Johnson and is not entitled to any portion of the decedent's intestate estate.

5. The said Doreen D. Johnson died having no issue, living or predeceased, either born to her naturally or adopted by her.

6. Both of the parents of the said Doreen D. Johnson predeceased her, leaving the following siblings, pursuant to Tenn. Code Ann. § 31-2-104(b)(3), as the heirs-at-law of Doreen D. Johnson:

   Doris Taylor, Sandra Anderson, Linda Minor, Alan Mills, Christopher Mills, and Gregory Mills.

7. That the said Doreen D. Johnson died owning certain real property located on 28th Avenue North, Nashville, Davidson County TN 37208.

8. The Last Will and Testament of Doreen D. Johnson, dated July 8, 2018 was not admitted to probate in any court or jurisdiction and remains un-probated and after a diligent inquiry, it believed by the undersigned to be the only Last Will and Testament or other testamentary instrument left by the said Doreen D. Johnson. A copy of said Last Will and Testament is attached hereto as "Exhibit A."

9. The Last Will and Testament of Doreen D. Johnson does not make a specific devise of the above-described real property and said Last Will and Testament devises the residuary of the Estate to Sandra Anderson and Linda Minor, those persons being one and the same as the undersigned Sandra Anderson and Linda Minor.

10. Due to the fact that the devisees of above-referenced real property, as provided for in the Last Will and Testament of Doreen D. Johnson, are also entitled to inheritance of said real property through intestate succession, the family of Doreen D. Johnson has elected not to undertake any estate administrations or proceedings and to allow the property to pass to the above-referenced siblings by intestacy.

11. The undersigned acknowledges that they understand that willfully, corruptly and falsely swearing to any statement in this affidavit known to be false, or about which they do not have sufficiently definite knowledge to justify the making of such a sworn statement, and the statement is false, commits a Class E felony, pursuant to Tenn. Code Ann. § 30-2-712(f).

12. The undersigned further acknowledges Realty Title & Escrow Company, Inc., and its title insurance underwriter are relying on the statements made herein to establish the heirs of Doreen D. Johnson so as to enable Realty Title & Escrow Company, Inc., and its title insurance underwriter to issue title insurance policies free and clear of any title matters relative to the sale of the subject property.

Further Affiants said not.

SIGNATURES APPEAR ON THE FOLLOWING PAGES

In Witness Whereof and in testimony hereto I have signed my name:

Doris Taylor
DORIS TAYLOR

Subscribed and sworn to before me this 13th day of March, 2019.

ROOSEVELT PARKER, SR.
My Commission Expires
February 24, 2020

Roosevelt Parker Sr
Notary Public

My Commission Expires:

STATE OF Alabama

COUNTY OF Calhoun

Personally appeared before me, the undersigned, a notary public in and for said county and state, the within named **DORIS TAYLOR**, with whom I am personally acquainted (or who 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 and official seal at Anniston, Al, this 13th day of March, 2019.

ROOSEVELT PARKER, SR.
My Commission Expires
February 24, 2020

Roosevelt Parker Sr
Notary Public

My Commission Expires:

ROOSEVELT PARKER NOTARY PUBLIC STATE OF ALABAMA

In Witness Whereof and in testimony hereto I have signed my name:

SANDRA ANDERSON

Subscribed and sworn to before me this 13 day of March, 2019.

Notary Public

My Commission Expires: 06/06/2021

Loretta Tolbert
NOTARY PUBLIC
Muscogee County, GEORGIA
My Comm. Expires 06/06/2021

STATE OF Georgia

COUNTY OF Muscogee

Personally appeared before me, the undersigned, a notary public in and for said county and state, the within named **SANDRA ANDERSON**, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged thats he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____, _____, this ___ day of _____, 2019.

_____
Notary Public

My Commission Expires: _____

In Witness Whereof and in testimony hereto I have signed my name:

LINDA MINOR

Subscribed and sworn to before me this 9 day of march 2019.

Notary Public

My Commission Expires: 8-20-19

STATE OF California

COUNTY OF Monterey

Personally appeared before me, the undersigned, a notary public in and for said county and state, the within named **LINDA MINOR**, with whom I am personally acquainted (or who 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 and official seal at Salinas, ca, this 9 day of march 2019.

Notary Public

My Commission Expires: 8-20-19

JOEL GUSMAN
COMM. #2120570
Notary Public-California
County of Monterey
My Comm. Exp. Aug. 20,2019

In Witness Whereof and in testimony hereto I have signed my name:

Alan R Mills
ALAN MILLS

Subscribed and sworn to before me this 12 day of March, ~~2019~~.

Nelda L. Reed
Notary Public

My Commission Expires: March 2, 2026

STATE OF Indiana

COUNTY OF Lake

Personally appeared before me, the undersigned, a notary public in and for said county and state, the within named **ALAN MILLS**, with whom I am personally acquainted (or who 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 and official seal at 11:57, ___, this 12 day of March 2019.

Nelda L. Reed
Notary Public

My Commission Expires: March 2, 2026

NELDA L. REED
SEAL
NOTARY PUBLIC
Commission Number
711043
My Commission
Expires
Mar 2, 2026
LAKE COUNTY
STATE OF INDIANA

In Witness Whereof and in testimony hereto I have signed my name:

Christopher D. Mills

CHRISTOPHER MILLS

Subscribed and sworn to before me this 12 day of March 2019.

Nelda L. Reed

Notary Public

My Commission Expires: March 2, 2026

STATE OF Indiana

COUNTY OF Lake

Personally appeared before me, the undersigned, a notary public in and for said county and state, the within named **CHRISTOPHER MILLS**, with whom I am personally acquainted (or who 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 and official seal at 11:55, am, this 12 day of March 2019.

Nelda L. Reed

Notary Public

My Commission Expires: March 2, 2026

NELDA L. REED
SEAL
NOTARY PUBLIC
Commission Number
711043
My Commission
Expires
Mar 2, 2026
LAKE COUNTY
STATE OF INDIANA

Pa[redacted]

In Witness Whereof and in testimony hereto I have signed my name:

GREGORY MILLS

Subscribed and sworn to before me this 13 day of March, 2019.

Notary Public

Loretta Tolbert
NOTARY PUBLIC
Muscogee County, GEORGIA
My Comm. Expires 06/06/2021

My Commission Expires: 06/06/2021

STATE OF Georgia

COUNTY OF Muscogee

Personally appeared before me, the undersigned, a notary public in and for said county and state, the within named **GREGORY MILLS**, with whom I am personally acquainted (or who 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 and official seal at _____, _____, this ___ day of _____, 2019.

_____
Notary Public

My Commission Expires: _____

In Witness Whereof and in testimony hereto I have signed my name:

Felecia Mills Jones

FELECIA MILLS JONES

Subscribed and sworn to before me this 7th day of MARCH, 2019.

Notary Public

My Commission Expires: 7/31/2022

DOUGLAS C. BARDEN, JR.
MY COMMISSION # GG 243928
EXPIRES: July 31, 2022
Bonded Thru Notary Public Underwriters

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

Personally appeared before me, the undersigned, a notary public in and for said county and state, the within named **FELECIA MILLS JONES**, with whom I am personally acquainted (or who 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 and official seal at Hillsborough County, FL. this 7th day of MARCH, 2019.

Notary Public

My Commission Expires: _____

In Witness Whereof and in testimony hereto I have signed my name:

Yolanda Thomas
YOLANDA THOMAS

Subscribed and sworn to before me this 13th day of March, 2019.

Loretta Tolbert
Notary Public

My Commission Expires: 06/06/2021

Loretta Tolbert
NOTARY PUBLIC
Muscogee County, GEORGIA
My Comm. Expires 06/06/2021

STATE OF Georgia

COUNTY OF Muscogee

Personally appeared before me, the undersigned, a notary public in and for said county and state, the within named **YOLANDA THOMAS**, with whom I am personally acquainted (or who 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 and official seal at _____, _____, this ___ day of _____, 2019.

_____
Notary Public

My Commission Expires: _____

This instrument prepared by:
Realty Title and Escrow Company, Inc.
5111 Maryland Way, Ste 101
Brentwood, TN 37027

#104089

Exhibit A

LAST WILL AND TESTAMENT OF DOREEN D. JOHNSON

I, Doreen D. Johnson, presently of Nashville, Tennessee, declare that this is my Last Will and Testament.

PRELIMINARY DECLARATIONS

Prior Wills and Codicils

1. I revoke all prior Wills and Codicils.

Marital Status

2. I am not married.

Current Children

3. I do not have any living children.

4. The term 'child' or 'children' as used in this my Will includes the above listed children and any children of mine that are subsequently born or legally adopted.

EXECUTOR

Definition

5. The expression 'my Executor' used throughout this Will includes either the singular or plural number, or the masculine or feminine gender as appropriate wherever the fact or context so requires. The term 'executor' in this Will is synonymous with and includes the terms 'personal representative' and 'executrix'.

Appointment

6. I appoint Linda M. Minor of Salinas, California as the sole Executor of this my Will, but if Linda M. Minor should predecease me, or should refuse or be unable to act or continue to act as my Executor, then I appoint Sandra Mills Anderson of Phenix City, Alabama to be the sole Executor of this my Will in the place of Linda M. Minor.

7. No bond or other security of any kind will be required of any Executor appointed in this my Will.

Powers of My Executor

8. I give and appoint to my Executor the following duties and powers with respect to my estate:

a. To pay my legally enforceable debts, funeral expenses and all expenses in connection with the administration of my estate and the trusts created by my Will as soon as convenient after my death. If any of the real property devised in my Will remains subject to a mortgage at the time of my death, then I direct that the devisee taking that mortgaged property will take the property subject to that mortgage and that the devisee will not be entitled to have the mortgage paid out or resolved from the remaining assets of the residue of my estate;

b. To take all legal actions to have the probate of my Will completed as quickly and simply as possible, and as free as possible from any court supervision, under the laws of the State of Tennessee;

c. To retain, exchange, insure, repair, improve, sell or dispose of any and all personal property belonging to my estate as my Executor deems advisable without liability for loss or depreciation;

d. To invest, manage, lease, rent, exchange, mortgage, sell, dispose of or give options without being limited as to term and to insure, repair, improve, or add to or otherwise deal with any and all real property belonging to my estate as my Executor deems advisable without liability for loss or depreciation;

e. To purchase, maintain, convert and liquidate investments or securities, and to vote stock, or exercise any option concerning any investments or securities without liability for loss;

f. To open or close bank accounts;

g. To maintain, continue, dissolve, change or sell any business which is part of my estate, or to purchase any business if deemed necessary or beneficial to my estate by my Executor;

h. To maintain, settle, abandon, sue or defend, or otherwise deal with any lawsuits against my estate;

i. To employ any lawyer, accountant or other professional; and

j. Except as otherwise provided in this my Will, to act as my Trustee by holding in trust the share of any minor beneficiary, and to keep such share invested, pay the income or capital or as much of either or both as my Executor considers advisable for the maintenance, education, advancement or benefit of such minor beneficiary and to pay or transfer the capital of such share or the amount remaining of that share to such beneficiary when he or she reaches the age of majority or, during the minority of such beneficiary, to pay or transfer such share to any parent or guardian of such beneficiary subject to like conditions and the receipt of any such parent or guardian discharges my Executor.

9. The above authority and powers granted to my Executor are in addition to any powers and elective rights conferred by state or federal law or by other provision of this Will and may be exercised as often as required, and without application to or approval by any court.

DISPOSITION OF ESTATE

Specific Bequests

10. To receive a specific bequest under this Will a beneficiary must survive me for thirty (30) days. Any item that fails to pass to a beneficiary will return to my estate to be included in the residue of my estate. All property given under this Will is subject to any encumbrances or liens attached to the property. My specific bequests are as follows:

a. I leave to (See Attached List) of _____, OT, if they shall survive me, for their own use absolutely, the following: (See Attached List).

Distribution of Residue

11. To receive any gift or property under this Will a beneficiary must survive me for thirty (30) days. Beneficiaries of my estate residue will receive and share all of my property and assets not specifically bequeathed or otherwise required for the payment of any debts owed, including but not limited to, expenses associated with the probate of my Will, the payment of taxes, funeral expenses or any other expense resulting from the administration of my Will. The entire estate residue is to be divided between my designated beneficiaries with the beneficiaries receiving a share of the entire estate residue. All property given under this Will is subject to any encumbrances or liens attached to the property.

12. I direct my Executor to divide the residue of my estate into one hundred (100) equal shares which will be distributed as follows ("Share Allocations"):

    a. Linda Mills-Minor of Salinas, California, will receive 50 shares of the residue of my estate; and

    b. Sandra Mills-Anderson of Phenix City, Alabama, will receive 50 shares of the residue of my estate.

13. Provided however, if any beneficiary and alternate beneficiary, if one was appointed, shall die before becoming entitled in accordance with the terms of my Will, to receive the whole of his or her share of the residue of my estate, such share or the amount remaining of that share will be divided amongst the remaining beneficiaries in shares proportionate to the above Share Allocations.

Wipeout Provision

14. Should all my named beneficiaries predecease me, or fail to survive me for thirty (30) full days, then I direct my Executor to divide any remaining residue of my estate into one hundred (100) equal shares and to pay and transfer such shares as follows:

    a. 100 shares to be divided equally between my parents and siblings, or the survivors thereof, for their own use absolutely, if all or any of them is then alive. If any of these beneficiaries shall die before becoming entitled, in accordance with the terms of this my Will, to receive the whole of his or her share of my estate, but such beneficiary has a child or children which survive me, that beneficiary shall be deemed to have survived me for the purposes of this distribution.

TESTAMENTARY TRUST

Testamentary Trust For Minor Beneficiaries

15. It is my intent to create a testamentary trust (the "Testamentary Trust") for each minor beneficiary named in this my Will. I name my Executor(s) as trustee (the "Trustee") of any and all Testamentary Trusts required in this my Will. Any assets bequeathed, transferred, or gifted to a minor beneficiary named in this my Will are to be held in a separate trust by the Trustee until that minor beneficiary reaches the designated age. Any property left by me to any minor beneficiary in this my Will shall be given to my Executor(s) to be managed until that minor beneficiary

reaches the age of majority.

Trust Administration

16. The Trustee shall manage the Testamentary Trust as follows:

    a. The assets and property will be managed for the benefit of the minor until the minor reaches the age set by me for final distribution;

    b. Upon the minor reaching the age set by me for final distribution, all property and assets remaining in the trust will be transferred to the minor beneficiary as quickly as possible; and

    c. Until the minor beneficiary reaches the age set by me for final distribution, my Trustee will keep the assets of the trust invested and pay the whole or such part of the net income derived therefrom and any amount or amounts out of the capital that my Trustee may deem advisable to or for the support, health, maintenance, education, or benefit of that minor beneficiary.

17. The Trustee may, in the Trustee's discretion, invest and reinvest trust funds in any kind of real or personal property and any kind of investment, provided that the Trustee acts with the care, skill, prudence and diligence, considering all financial and economic considerations, that a prudent person acting in a similar capacity and familiar with such matters would use.

18. No bond or other security of any kind will be required of any Trustee appointed in this my Will.

Trust Termination

19. The Testamentary Trust will end after any of the following:

    a. The minor beneficiary reaching the age set by me for final distribution;

    b. The minor beneficiary dies; or

    c. The assets of the trust are exhausted through distributions.

General Trust Provisions

20. The expression 'my Trustee' used throughout this Will includes either the singular or plural number, or the masculine or feminine gender as appropriate wherever the fact or context so requires.

(1) Powers of Trustee

To carry out the terms of my Will, I give my Trustee the following powers to be used in his or her discretion at any time in the management of a trust created hereunder, namely:

a. The power to make such expenditures as are necessary to carry out the purpose of the trust;

b. Subject to my express direction to the contrary, the power to sell, call in and convert into money any trust property, including real property, that my Trustee in his or her discretion deems advisable;

c. Subject to my express direction to the contrary, the power to mortgage trust property where my Trustee considers it advisable to do so;

d. Subject to my express direction to the contrary, the power to borrow money where my Trustee considers it advisable to do so;

e. Subject to my express direction to the contrary, the power to lend money to the trust beneficiary if my Trustee considers it is in the best interest of the beneficiary to do so;

f. To make expenditures for the purpose of repairing, improving and rebuilding any property;

g. To exercise all rights and options of an owner of any securities held in trust;

h. To lease trust property, including real estate, without being limited as to term;

i. To make investments he or she considers advisable, without being limited to those investments authorized by law for trustees;

j. To receive additional property from any source and in any form of ownership;

k. Instead of acting personally, to employ and pay any other person or persons, including a body corporate, to transact any business or to do any act of any nature in relation to a trust created under my Will including the receipt and payment of money, without being liable for any loss incurred. And I authorize my Trustee to appoint from time to time upon such terms as he or she may think fit any person or persons, including a body corporate, for the purpose of exercising any powers herein expressly or impliedly given to my Trustee with respect to any property belonging to the trust;

l. Without the consent of any persons interested in trusts established hereunder, to compromise, settle or waive any claim or claims at any time due to or by the trust in such manner and to such extent as my Trustee considers to be in the best interest of the trust beneficiary, and to make an agreement with any other person, persons or corporation in respect thereof, which shall be binding upon such beneficiary;

m. To make or not make any election, determination, designation or allocation required or permitted to be made by my Trustee (either alone or jointly with others) under any of the provisions of any local, state, federal, or other taxing statute, in such manner as my Trustee, in his or her absolute discretion, deems advisable, and each such election, determination, designation or allocation when so made shall be final and binding upon all persons concerned;

n. To pay himself or herself a reasonable compensation out of the trust assets; and

o. To employ and rely on the advice given by any attorney, accountant, investment advisor, or other agent to assist the Trustee in the administration of this trust and to compensate them from the trust assets.

The above authority and powers granted to my Trustee are in addition to any powers and elective rights conferred by statute or federal law or by other provision of this Will and may be exercised as often as required, and without application to or approval by any court.

(2) Other Provisions

a. Subject to the terms of this my Will, I direct that my Trustee will not be liable for any loss to my estate or to any beneficiary resulting from the exercise by him or her in good faith of any discretion given him or her in this my Will;

b. Any trust created in this Will shall be administered as independently of court supervision as possible under the laws of the State having jurisdiction over the trust; and

c. If any trust condition is held invalid, it will not affect other provisions that can be given effect without the invalid provision.

GENERAL PROVISIONS

Individuals Omitted From Bequests

21. If I have omitted to leave property in this Will to one or more of my heirs as named above or have provided them with zero shares of a bequest, the failure to do so is intentional.

Insufficient Estate

22. If the value of my estate is insufficient to fulfill all of the bequests described in this Will then I give my Executor full authority to decrease each bequest by a proportionate amount.

Additional Provisions

23. I wish to leave all of my siblings a small monetary predetermined gift. I also want Rev. Joe Tribble $2000.00 for rendering funeral services. I want the cost of the funeral, burial and repast to come from my Lincoln Life Insurance policy.

24. See attached sheet for additional gifts

25. _____

No Contest Provision

26. If any beneficiary under this Will contests in any court any of the provisions of this Will, then each and all such persons shall not be entitled to any devises, legacies, bequests, or benefits under this Will or any codicil hereto, and such interest or share in my estate shall be disposed of as if that contesting beneficiary had not survived me.

Severability

27. If any provisions of this Will are deemed unenforceable, the remaining provisions will remain in full force and effect.

IN WITNESS WHEREOF, I have signed my name on this the 8th day of July, 2018, at Nashville, Tennessee, declaring and publishing this instrument as my Last Will, in the presence of the undersigned witnesses, who witnessed and subscribed this Last Will at my request, and in my presence.

Doreen D. Johnson

Doreen D. Johnson (Testator) Signature

SIGNED AND DECLARED by Doreen D. Johnson on the 8th day of July, 2018 to be the Testator's Last Will, in our presence, at Nashville, Tennessee, who at the Testator's request and in the presence of the Testator and of each other, all being present at the same time, have signed our names as witnesses.

Witness #1 Signature	Witness #2 Signature	Witness #3 Signature
SANDRA L Anderson	Jocelyn Barton	Annette Mills
Witness #1 Name (Please Print)	Witness #2 Name (Please Print)	Witness #3 Name (Please Print)
17 KALIN STREET	2921 Old Franklin Rd. 908	1921 28th Avenue N
Witness #1 Street Address	Witness #2 Street Address	Witness #3 Street Address
Phenix City, AL 36869	Antioch, TN 37013	Nashville, TN 37208
Witness #1 City/State	Witness #2 City/State	Witness #3 City/State

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