Karen Johnson Davidson County
Batch# 895037 AFFIDAVITH
07/27/2022 01:44:32 PM 5 pgs
Fees: $27.00 Taxes: $0.00
20220727-0085766

This Instrument Prepared By:

Michelle Handelsman, Esq.
Handelsman Law
PO Box 50583
Nashville, TN 37205

# AFFIDAVIT OF HEIRSHIP

On this 27th day of July, 2022, before me personally appeared Mary Elizabeth Branch and Glory Dean Johnson ("Affiants"), who having been duly sworn, depose and say:

That they are at least eighteen (18) years of age and are residents of Davidson County, State of Tennessee;

That they were personally acquainted with Sallie R. Williams ("Decedent") during Decedent's lifetime and were familiar with Decedent's family history;

That Sallie R. Williams died on January 28, 2021, a resident of Davidson County, Tennessee;

That Sallie R. Williams had three children: Dennis Keith Williams, Joyce Ann Williams, and Howard Christopher Jones;

That all persons above named are at least eighteen (18) years of age

That they acknowledge and agree that all statements and representations in this Affidavit may be relied upon by Community Title Company, LLC and First American Title Insurance Company in the issuance of a loan policy of title insurance covering the premises described in Exhibit A attached hereto.

Further, Affiants sayeth not.

Mary Elizabeth Branch, Affiant

Glory Dean Johnson, Affiant

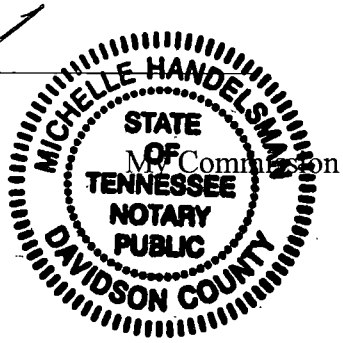
STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

Before me, Michelle Handelsman, personally appeared Mary Elizabeth Branch and Glory Dean Johnson, who are known to me or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal, this 27th day of July, 2022.

Notary Public




My Commission Expires: 5-9-2026

DAT...0331... BOOK 10660 PG 759

This Form furnished by Attorneys Title Company, Inc. **INSTALLMENT DEED** Form No. WD-4

**FROM**
B. B. Doubleday Jr.

**TO**
Sallie R. Williams

For draftsman's use
B. B. DOUBLEDAY, JR.

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Sallie R. Williams (NAME) | (to same address) (NAME) | 91-8 |
| 4100 Clifton Ave (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | Par. 306 & |
| Nashville, TN 37209 (CITY) (STATE) (P. O. ZIP) | (CITY) (STATE) (ZIP) | 304.1 |

May

(FOR REGISTER'S USE)
IDENTIF. # REFERENCE 036339
97 OCT 28 PM 12:39
FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 54,500.00 — Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 28th DAY OF October, 19 97

Michael E. Collier
Notary Public

MY COMMISSION EXPIRES: 9-29-2001
(AFFIX SEAL)

STATE OF TENNESSEE NOTARY PUBLIC MICHAEL E. COLLIER DAVIDSON COUNTY

FOR AND IN CONSIDERATION OF the sum of Fifty four thousand five hundred and no/100 ($54,500.00) DOLLARS

of which $ 800.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have this day executed their one promissory note payable to grantor in the principal amount of $53,700.00 with interest at 10% on the principal balance as so much from time to time shall remain unpaid with monthly installments payable on the first day of each month beginning with the first installment due on the first day of December, 1997 and continuing on the same day of each and every month thereafter until the entire amount both principal and interest have been paid in full, installment payments to be applied first to interest, balance to principal.

*Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 53,700.00.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

I, B. B. Doubleday Jr.

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Sallie R. Williams

hereinafter called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Land in Davidson County, Tennessee, being Lot No. 8 and the easterly 20 feet of Lot No. 7 on the Map showing Re-subdivision of parts of Lots No. 13, 19, 20 and 21 on the Plan of Clifton, as of record in Book 421, Page 49, Register's Ofice for said County.

Said Lot No. 8 and part of Lot No. 7 front together 50 feet on the northerly side of Illinois Ave., formerly Hill Road, and runs back 124 feet, 6 inches on the easterly line of Lot No. 8 and 119 feet more or less on the westerly line, with the easterly line of the Church lot, to a 10 foot alley and measures 50 feet thereon, described according to survey made by W.B. Southgate, Surveyor.

Also conveyed is: Land in Davidson County, Tennessee, being the easterly 25 feet of Lot No. 5; all of Lot No.6 and the westerly 10 feet of Lot No. 7 on the Bloc 19 on the Plan of the Re-subdivision of Lots 13, 19, 20, 21, Clifton Park and recorded in plan Book 421, Page 49 Register's Office for Davidson County, Tennessee

Said parts of said Lots 5 and 7 and all of Lot No. 6 join the front together 55 feet on the north side of Illinois Avenue and extend back between parallel lines 129 feet to the rear on which it measures 55 feet.

Being the same property conveyed to B.B. Doubleday Jr. from MichaelE. Collier, Trustee by deed of record in Bk. 10386, Page 383, R.O.D.C. Tennessee.

Josephine D. Doubleday, wife of B. B. Doubleday Jr., grantor herein, has appointed B. B. Doubleday Jr. Attorney-In-Fact by an instrument of record in Book 8336, Page 974 R.O.D.C., Tennessee.

This is unimproved ( ) improved (X) property, known as 4100 Clifton Ave. (House Number) (Street) Nashville, Tennessee 37209 (City or Town) (Postal Zone)

RECORDER'S MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

Collier

BOOK 10660 PG 760

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs and assigns forever. We covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, 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 us in hand paid, we the said grantees herein do hereby transfer and convey unto Michael E. Collier, 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 grantees 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 $ 60,000.00 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 grantees, 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; we 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, the statutory right of redemption, homestead, dower, statutory or elective rights, 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 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 the grantors herein, their heirs, representatives or assigns.

In case of the death, absence, inability or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or, if more than one, then of the first-maturing 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Said trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 28th day of October 19 97

Josephine D. Doubleday by B. B. Doubleday Jr. Attorney-in-fact — B. B. Doubleday Jr.

Sallie R. Williams

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me Michael E. Collier, a Notary Public in and for said County and State, the within named B. B. Doubleday Jr. and Sallie R. Williams

the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this 28th day of October, 1997.

Michael E. Collier Notary Public

Commission expires 9-29-2001

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____ with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged ____self to be _____ of the _____, the within named bargainor, a corporation, and that ____he as such _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by _____self as _____.

Witness my hand and seal, at office in _____, this _____ day of _____, 19____.

_____ Notary Public

Commission expires _____

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

270-11

0101 02/04/98 CHECK

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

MBK 10660 PG 761

| | | | |
|---|---|---|---|
| CO - CONVEYANCE | CC - CERTIFIED COPY | | MISC - MISCELLANEOUS |
| MO - MORTGAGE | REL - RELEASE | | CO TX - STATE TAX CONVEY |
| WD - WARRANTY DEED | UCC - UNIFORM COMMERCIAL CODE | | MO TX - STATE TAX MORT |
| TD - TRUST DEED | | | PRFEE - PROBATE FEE |

| DATE | SYMBOL | VALUATION | TAX AND FEES | TOTAL PAID |
|---|---|---|---|---|
| | | | | |

| | |
|---|---|
| CAMT | 54500.00 |
| MAMT | 53700.00 |
| CON TX | 201.65 |
| MOR TX | 59.46 |
| PRFEE | 1.00 |
| MISC | 8.00 |
| TOTAL | 270.11 |
| CHECK | 270.11 |

10/28/97 01 12:39 0001 4577

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0363391
IDENTIF. & REFERENCE

97 OCT 28 PM 12:39
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 1213819