Karen Johnson Davidson County
Batch# 910668 AFFIDAVITH
08/31/2022 10:41:12 AM 9 pgs
Fees: $47.00 Taxes: $0.00
20220831-0098171

This Instrument Prepared By and Return To:
Rudy Title and Escrow, LLC
2012 21st Avenue South
Nashville, TN 37212
Phone: (615)383-2903

AFFIDAVIT OF HEIRSHIP

I, **Sarah Smedley**, hereinafter referred to as Affiant, being first duly sworn, make oath as follows:

1. That Affiant is at least eighteen (18) years of age and presently reside at the following address: 953A Inverness Ave Nashville, TN 37204.

2. That Affiant knew **Thomas Jefferson Smedley**, hereinafter referred to as Decedent, and has personal knowledge of the family, life and death of the Decedent by reason of the following:

   Affiant was a personal acquaintance of the Decedent and family of the Decedent, having known the Decedent for more than 30 years.

3. That Affiant knew that at date of death, Decedent had ownership in the following described real estate in Davidson County, Tennessee: 2420 Melbourne Drive, Nashville, Tennessee 37214

4. That Decedent died on October 8, 2021, and was at that time a resident of Davidson County, State of Tennessee.

5. That Decedent died testate. A copy of the unprobated Last Will and Testament is attached as Exhibit "A".

6. That Decedent was survived by the following persons:

   Surviving Spouse: Rosetta Smedley

   Surviving Children (adopted, natural born, legitimate or illegitimate): Tiffany Downs, Keaton Marshall and Karleigh Smedley-Brown

   Deceased Children (adopted, natural born, legitimate or illegitimate): None

   Children of Deceased Children (adopted, natural born, legitimate or illegitimate): None

7. That this Affidavit of Heirship is freely given with all full knowledge that whoever willfully, corruptly, and falsely swears to any statement in any such affidavit known by such person to be false, or about which such person does not have sufficiently definitive knowledge to justify the making of such sworn statement, and such statement is false, commits a Class E Felony. T.C.A. Section 30-2-712 (2).

8. That Affiant fully understands that this Affidavit of Heirship is being relied upon to authenticate the ownership of the above mentioned property, and Affiant hereby agrees to indemnify any entity or person that incurs damages arising from any false or misleading statement contained in this Affidavit.

9. Additional information, if any, either known or understood to be true by Affiant:

FURTHER AFFIANT SAITH NOT.

Sarah Smedley

STATE OF TN
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared the within named Affiant, **Sarah Smedley**, 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 of Affiant's own knowledge.

WITNESS my hand and official seal this the 15 day of August, 2022.

Notary Public

My Commission expires:

LINDSAY B FATTAL
STATE OF TENNESSEE
NOTARY PUBLIC
My Commission Expires on 09/02/2024
DAVIDSON COUNTY

Exhibit "A"

LAST WILL AND TESTAMENT OF

Thomas Jefferson Smedley

I, **Thomas Jefferson Smedley**, born February 29, 1956, being a resident and citizen of Davidson County, Tennessee, being of sound and disposing mind and memory and over the age of eighteen (18) years, and not acting under any duress, menace, fraud, mistake, or undue influence, do hereby make, publish, and declare this to be my Last Will and Testament, and hereby expressly revoke any Will and Codicil I may have previously made.

I. MARRIAGE AND CHILDREN.

I am married to Rosetta Irene Smedley and all references in this Will to my Wife are references to her. I have three (3) children, who are Tiffany Sue Downs, born in 1987, presently residing at 3337 White Pine, Nashville, TN 37214; Keaton Diane Smedley, born in 1990, and Karleigh Ruth Smedley, born in 1994, both presently residing at 2420 Melbourne Dr., Nashville, TN 37214. Tiffany Sue Downs, Keaton Diane Smedley, Karleigh Ruth Smedley and any child I may subsequently have are herein collectively referred to as my "Named Children" and individually as a "Named Child".

II. SPECIFIC BEQUESTS.

I have no specific bequests of real and/or personal property. All my real and/or personal property of whatever kind and character shall pass under the other provisions of this Will.

III. HOMESTEAD AND REAL PROPERTY.

I will, devise, bequeath and give all my interest in my homestead or primary residence ("Homestead") and any other real property, if I own a Homestead or any other real property on the date of my death that passes through this Will and is not otherwise effectively disposed of, to Rosetta Irene Smedley, my Wife. If she does not survive me, then my Homestead and other real property shall pass under the other provisions of this Will.

IV. RESIDUARY CLAUSE – ALL REMAINING PROPERTY.

A. Primary Beneficiary. I will, devise, bequeath and give all the rest, residue, and remainder of my property and estate of whatsoever kind and character, wherever located, including but not limited to real and personal property, in which I may have an interest at the date of my death and which is not otherwise effectively disposed of, to Rosetta Irene Smedley, my Wife, provided that she survives me.

B. Alternate Beneficiary. If my Wife does not survive me, then I give, will, devise, and bequeath all of the rest, residue, and remainder of my property and estate, of whatsoever kind and character, wherever located, including, but not limited to, real and personal property in which I may have an interest at the date of my death and which is not otherwise effectively disposed of, to my Named Children in equal shares, but if any Named Child predeceases me, then his or her share shall pass to his or her lineal descendants, natural or adopted, if any, who survive me; but if there are none, then his or her share shall lapse and pass equally as part of the shares of my other Named Children; but if none of my Named Children survive me or leave a

lineal descendant who survives me, then according to the order of intestate succession in the State of Tennessee.

V. SIMULTANEOUS DEATH OF SPOUSE.

In the event that my Wife, and I die under circumstances where it is difficult to determine who died first, I direct that I be deemed to have survived her and the terms of my Will shall take precedence over any Will or Codicil that she may have made, notwithstanding any provisions of the law to the contrary, and that the provisions of my Will shall be construed on such presumption.

VI. SIMULTANEOUS DEATH OF BENEFICIARY.

If any beneficiary of this Will, other than my Wife, shall die within 90 days of my death, I hereby declare that I shall be deemed to have survived such person.

VII. DEALING WITH EXECUTOR.

No person dealing with my Executor shall be bound to inquire into their capacity to act on behalf of my estate, or the propriety of any actions taken by the same, or the application of any monies paid or properties transferred. Purchasers from, lenders to and others dealing with them shall not be required to inquire as to the occasion for such sale, loan or other transaction, nor to see to the application of the purchase, loan or other money or property. Written receipts and/or canceled checks retained by my Executor shall be good and sufficient discharges for the sum therein stated to have been received. Transfer agents and other persons dealing with my Executor may deal with them as if they were the sole owner of the subject property.

VIII. EXECUTOR.

A. I hereby appoint Rosetta Irene Smedley, my Wife, as Executor of this Will. In the event my Executor shall predecease me, or, for any reason, shall fail to qualify or cease to act as my Executor, then I hereby appoint Tiffany Sue Downs, my daughter, to serve as my alternate Executor.

B. My Executor shall be authorized to carry out all provisions of this Will and pay, out of my residuary estate, my funeral expenses, my just obligations and all of my just debts (except debts secured by mortgages or other security instruments) that may be probated, registered and allowed against my estate, including the costs of the administration of my Will and Estate. However, this provision shall not extend the statute of limitations for the payment of debts or enlarge upon my legal obligation or any statutory duty of my Executor to pay debts. My Executor is also authorized to pay for the expenses which may be incurred in reasonably safeguarding or delivering any of my property in my estate and other reasonable or necessary expenses associated with carrying out my Will.

C. I direct that there shall be paid out of my residuary estate, without apportionment, all estate, inheritance, succession, and other taxes, together with any interest or penalty thereon (except any generation-skipping taxes imposed by the IRC or by any state), assessed by reason of my death, imposed by the 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 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, without contribution by any recipient of any of such property.

D. My Executor and alternate Executor shall serve without any bond, and I hereby waive the necessity of preparing or filing any inventory, accounting, appraisal, reporting, approvals or final appraisement of my estate, unless specifically stated otherwise herein. I direct that no expert appraisal be made of my estate unless herein required or if required by law.

IX. MISCELLANEOUS PROVISIONS

A. Governing Law. I direct that the Laws of the State of Tennessee shall govern this Will and the construction thereof.

B. Disclaimer or Renunciation.

1. Right to Disclaim or Renounce. Any person, permitted by law, may disclaim or renounce, in whole or in part, any bequest, devise, interest, benefit, right, privilege or power that is made or granted to such person by this Will.

2. Effect of Disclaimer or Renunciation. Unless otherwise specifically provided herein, if a person makes a disclaimer or renunciation, then the disclaimed or renounced bequest, devise, interest, benefit, right, privilege or power, or the part thereof that is disclaimed or renounced, shall devolve herein as though the person making the disclaimer or renunciation had predeceased me; provided however, that any such disclaimer or power which is made or granted pursuant to the provisions herein.

3. Intention. I do not suggest that any person make such disclaimer.

C. Beneficiary Debt. If any beneficiary to this Will is indebted to me at the time of my death and a Promissory Note payable to me evidences said debt, then such person's portion of my estate shall be diminished by the amount of such debt.

D. Encumbrances. In the event that any property or interest in property passing under this Will, by operation of law, or otherwise by reason of my death shall be encumbered by mortgage or lien or shall be pledged to secure any obligation (whether the property or interest 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 encumbrance existing at the time of my death.

E. Funeral Arrangements. I desire and direct that my funeral and burial arrangements be made according to my prearranged plans and policy and otherwise be made by my Executor, in said Executor's discretion and according to my known wishes, if any.

X. FIDUCIARY POWERS

A. I direct that the Executor shall have broad discretion in the administration of my Estate without the necessity of Court approval and I authorize my Executor to do every act and thing necessary or appropriate for the complete administration of my Will. I grant unto my Executor all applicable powers listed, enumerated, or described, or referred to, in the introductory paragraph and/or in any of the thirty three numbered sub-paragraphs of TCA § 35-50-110, as it is in its present form, together with any additional powers and/or clarifications thereof which may be added by the legislature of Tennessee subsequent to execution of this Will

and which become effective prior to the date of my death (all of which are hereby incorporated herein by this reference as if they were copied herein in full), and to the extent not prohibited by the laws of Tennessee, and the following non-exhaustive list of additional powers: (1) All rights, duties and powers as well as immunities given to my Executor shall continue after termination of the estate and until any fiduciary obligations of any third parties with respect to the application of assets entrusted to them have been made and distributed; (2) To collect the proceeds of all life insurance policies without qualifying in court. No bond shall be required and any action taken by my Executor shall constitute full acquittance to the insurance company or its agents; (3) To appoint a substitute executor to serve in their stead; (4) To exercise all of the powers, rights and discretions granted by virtue of any "Probate Code", and/or any other Act, Law, or Code so similarly themed adopted by the State of Tennessee; (5) To compromise claims and to abandon property which, in my Executor's opinion is of little or no value; (6) To purchase or otherwise acquire and to retain any and all stocks, bonds, notes or other securities, or shares or interest in investment trusts and common trust funds, or in any other property, real, personal or mixed, as my Executor may deem advisable, whether or not such investments or property be of the character permissible by fiduciaries, without being liable to any person for such retention or investment; (7) To settle, adjust, dissolve, windup or continue any partnership or other entity in which I may own a partnership or equity interest at the time of my death, subject, however, to the terms of any partnership or other agreement to which I am a party at the time of my death. I authorize my Executor to continue in any partnership or other entity for such periods and upon such terms as they shall determine. My Executor shall not be disqualified by reason of being a partner, equity owner or title holder in such firm from participating on behalf of my estate in any dealings herein authorized to be carried on between my Executor and the partners or equity owners of any such partnership or other entity; (8) To lease, sale, or offer on a lease purchase, any real or personal property for such time and upon such terms and conditions in such manner as may be deemed advisable by my Executor, all without court approval; (9) To sell, exchange, assign, transfer and convey any security or property, real or personal, held in my estate, at public or private sale, at such time and price and upon such terms and conditions (including credit) as my Executor may deem advisable and for the best interest of my estate. I hereby waive any requirement of issuing summons, giving notice of any hearing, conducting or holding any such hearing, filing bond or other security, or in any way obtaining court authority or approval for any such sale, exchange, assignment, transfer or conveyance of any real or personal property; (10) To pay all necessary expenses of administering the estate including taxes, fees for the services of accountants, agents and attorneys, and to reimburse said parties for expenses incurred on behalf of the estate; (11) Unless otherwise specifically provided, to make distributions (including the satisfaction of any pecuniary bequest) in cash or in specific property, real or personal, or in an undivided interest therein, or partly in cash and partly in other property, and to do so with or without regard to the income tax basis of specific property allocated to any beneficiary and without making pro rate distributions of specific assets; (12) To determine what is principal and what is income with respect to all receipts and disbursements; to establish and maintain reserves for depreciation, depletion, obsolescence, taxes, insurance premiums, and any other purpose deemed necessary and proper by them and to partite and to distribute property of the estate in kind or in undivided interests, and to determine the value of such property; (13) To participate in any plan of reorganization, consolidation, dissolution, redemption, or similar proceedings involving assets comprising my estate, and to deposit or withdraw securities under any such proceedings; (14) To perform such acts, to participate in such proceedings and to exercise such

other rights and privileges in respect to any property, as if she or he were the absolute owner thereof, and in connection therewith to enter into and execute any and all agreements binding my estate; (15) To compromise, settle or adjust any claim or demand by or against my estate to litigate any such claims, including, without limitation, any claims relating to estate or income taxes, or agree to rescind or modify any contract or agreement; (16) To borrow money from such source or sources and upon such terms and conditions as my Executor shall determine, and to give such security therefore as my Executor may determine; and, (17) All other powers conferred upon Executors of estates at common law, without limitation.

B. All authorities and powers herein granted unto my Executor shall be exercised from time to time in her or his sole and absolute discretion and without prior or further license, authority or approval of any Court, and I intend that such powers be construed in the broadest possible extent, unless limited herein.

XI. CONSTRUCTION INTENTIONS.

It is my intent that this Will be interpreted according to the following provisions: (1) The term "Executor", as used herein, shall be deemed to mean and include "Executor", "Executrix", and "Personal Representative"; (2) The masculine gender shall be deemed to include the feminine as well as the neuter, and vice versa, as to each of them; the singular shall be deemed to include the plural, and vice versa; (3) The term "Testator" as used herein is deemed to include me as Testator or Testatrix; (4) The term "or" as used herein is deemed to include "and/or"; (5) This Will is not a result of a contract between myself and any beneficiary, fiduciary or third party and I may revoke this Will at any time; (6) If a successor Executor o is appointed, then reference to the word "Executor" shall be deemed to refer to such successor Executor; (7) The term "lineal descendent" or "issue" is defined to identify all persons who have descended a common ancestor, by birth or adoption, and is to be interpreted so as to insure that living parents do not share any distributions of principal with their issue, but rather the parent would take to the exclusion of his or her lineal descendants or issue, unless specifically stated otherwise herein and, (8) The headings and labels herein are for convenience only and are not a part hereof, and shall not be used to interpret or otherwise modify any provision or clause herein.

XII. IN TERROREM

In the event any person shall file or cause to be filed, a Will Contest or any sort of suit or pleading which challenges the validity of this Will or which questions my competence to make this Will or which challenges any provision hereof I direct that neither such person nor anyone claiming by, through or under such party, shall receive no part of my estate whether under this Will or by virtue of the laws governing intestate succession in Tennessee.

XIII. SEVERABILITY AND SURVIVAL

Each section, subsection, paragraph, sentence, and clause of this Will is hereby declared to be separable and severable. Therefore, if any part or provision of this Will, for any reason, shall be declared by a court of competent jurisdiction to be invalid, illegal, unenforceable, inoperative or otherwise ineffective, that provision shall be limited or eliminated to the minimum extent necessary so that this Will shall otherwise remain in full force and effect and enforceable. Any Court so interpreting this Will and any provision in it shall construe it in favor of survival

and that interpretation after severing shall allow to the greatest extent possible the objectives of the invalid or unenforceable provision.

IN WITNESS WHEREOF, I, Thomas Jefferson Smedley, having signed this last Will in the presence of Debra K. Phillips, and Milford Phillips who attested it at my request on this 25th day of July, 2014 at Davidson County, declare this to be my Last Will and Testament.

Thomas Jefferson Smedley
2420 Melbourne Dr.
Nashville, TN 37214

WITNESSES

The above and foregoing Will of Thomas Jefferson Smedley was declared by him in our view and presence to be his Will and was signed and subscribed by the said him in our view and presence and at his request and in the view and presence of Thomas Jefferson Smedley and in the view and presence of each other, we, the undersigned, witnessed and attested the due execution of the Will of Thomas Jefferson Smedley on this the 25th day of July, 2014 at Davidson County, Tennessee.

Witness #1		Witness #2
Debra K. Phillips	[Signature]	Milford Q Rice
Debra K. Phillips	[Name]	Milford Phillips
2525 Lebanon Pike	[Address]	2525 Lebanon Pike
Nashville, TN 37214	[Address]	Nashville, TN 37214

ATTESTATION

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

We, Thomas Jefferson Smedley, Debra K. Phillips, and Milford Phillips, the testator and the affiants respectively, whose names are signed to the attached instrument in those capacities, personally appearing before the undersigned authority and first being duly sworn, do hereby declare under penalty of perjury that the testator declared, signed, and executed the instrument as his Last Will; he signed it willingly; he executed it as his free and voluntary act for the purposes therein expressed; and each of the witnesses, at the request of the testator, in his hearing and presence, and in the presence of each other, signed the Will as witness and that to the best of his or her knowledge the testator was at that time eighteen (18) years of age or older, of sound mind and under no constraint or undue influence.

Thomas Jefferson Smedley
2420 Melbourne Dr.
Nashville, TN 37214

Affiant # 1		Affiant #2
Debra K. Phillips	[Signature]	Milford Phillips
Debra K. Phillips	[Name]	Milford Phillips
2525 Lebanon Pike	[Address]	2525 Lebanon Pike
Nashville, TN 37214	[Address]	Nashville, TN 37214

Subscribed, sworn, and acknowledged before me, a Notary Public in and for Tennessee by Thomas Jefferson Smedley, the testator, and by Debra K. Phillips, and Milford Phillips, the affiants this 25th day of July, 2014.

NOTARY PUBLIC

My Commission Expires: July 6, 2015

ANTHONY BURNS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Prepared by Anthony Burns, Attorney, (615) 469-6857, 2525 Lebanon Pike, Bldg. A, Nashville, Tennessee 37214