Karen Johnson
Batch # 1195124
10/17/2024 02:38:56 PM
Fees: $32.00 Taxes: $0.00
Davidson County
AFFIDAVITH
6 pgs
20241017-0080785

This instrument is prepared by:
Sheryl Guinn, Esq.,
215 Second Ave. North, Suite 102,
Nashville, Tennessee 37201
Phone: (615) 474-2649
Email: sherylguinnlawoffice@gmail.com

Address of New Owner	Send Tax Bills	Map & Parcel
Helen Lawson 11851 Belair Drive, Apt. 103 San Antonio, TX 78213	Helen Lawson 11851 Belair Drive, Apt. 103 San Antonio, TX 78213	105050077.00

AFFIDAVIT OF HEIRSHIP

We, Michael Matlock and Valerie Matlock whose mailing address 1423 15th Ave. South, Nashville, TN 37212 having first been duly sworn do hereby state as follows:

1. We are adult citizens and residents of Nashville, Tennessee and are over the age of majority, and are otherwise competent to give this Affidavit, and make the same from our personal knowledge.

2. We personally knew Theodore J. Lawson, the deceased, for over 35 years and we have personal knowledge of his family. Theodore J. Lawson died intestate on July 13, 2007 and was a resident of Davidson County, Tennessee at the time of his death.

3. When Theodore J. Lawson passed away, he owned an interest in certain real property located in Davidson County, Tennessee and more particularly described as follows:

> Being Lots Nos. 17 and 18 on the Map of Shields Subdivision of Lot No. 49, O. B. Hayes, as of record in Book 421, page, 22, Register's Office for said County.
>
> Said lots adjoin and front 55 feet on the westerly side of 15th Avenue South and run back between parallel lines 150 feet to an alley.
>
> Being the same property conveyed to The Nashville Housing Authority, by deed from George L. Rooker, Clerk of the Circuit Court in and for the Tenth Judicial Court of Tennessee, of record in Book 4522, page 933, Register's Office for said County. Being the same property conveyed to Theodore J. Lawson and wife, Naomi B. Lawson, by warranty deed from Metropolitan Development and Housing Agency, by Warranty Deed of record in Book 4859, page 135, Register's Office for said County.

together with all right, title and interest which the grantors have, or ever may have, in and to adjoining street or streets, alley or alleys or any other right-of-way or in any easement to which the above Property is dominant or servient.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said **Theodore J. Lawson and wife, Naomi B. Lawson,** their heirs and assigns, ("its successors and assigns" if a corporation), forever.

And the Metropolitan Development and Housing Agency, the Grantor, does covenant with the said **Theodore J. Lawson and wife, Naomi B. Lawson,** that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered except for the restrictive covenants set forth hereinafter.

And the Metropolitan Development and Housing Agency, the Grantor, does further covenant and bind itself and its successors to warrant and forever defend the title to the said land to the said **Theodore J. Lawson and wife, Naomi B. Lawson,** their heirs and assigns, ("its successors and assigns" if a corporation), against the lawful claims of all persons, whomsoever, and the Metropolitan Development and Housing Agency, the Grantor, and **Theodore J. Lawson and wife, Naomi B. Lawson,** the Grantee, further bind themselves as follows:

1. GENERAL COVENANTS:
   A. The Grantee agrees for itself, and its successors and assigns, and every successor in interests to the Property, or any part thereof, that the Property, or any part thereof, will be devoted to, and only to and in accordance with, the uses specified in the Urban Renewal Plan, and the Contract of Sale of Land entered into between the parties hereto, for the purchase and redevelopment of the Property, dated the **12th** day of **July, 1974,** which is specifically made a part hereof by reference as though fully and completely set out herein.
   B. The within-described Property is hereby conveyed subject to the restrictions which are hereby declared to be covenants running with the land and which shall be binding upon the Grantor and the Grantee and all subsequent purchasers, owners, lessees and successors in interest, set forth in Section C of the Urban Renewal Plan for the Edgehill Urban Renewal Project, Tenn. R-69 of record in Book 4220, page 723, in the Register's Office of Davidson County, Tennessee, which are specifically made a part hereof by reference, as though fully and completely set out herein.
   C. This parcel of land, described herein, is located in an area designated by the Urban Renewal Plan for the Edgehill Urban Renewal Project, Tenn. R-69 for use as **residential** and this conveyance is specifically made subject to the restrictions, terms and conditions of the said Plan. R. P. Map No. 2, known as the "Land Use Plan" is an excerpt from the Plan and is recorded, for reference purposes, in the office of the Metropolitan Clerk, said Map being specifically

made a part of hereof by reference as though fully and completely set out herein.

D. It is understood and agreed that one of the considerations moving to the Grantor is this transaction is the agreement on the part of the Grantee to redevelop to the satisfaction of Grantor the within-described Property in accordance with the terms of Contract for Sale of Land entered into the **12th** day of **July, 1974,** by Grantor and Grantee compliance with which by Grantee shall be evidenced by a "Certificate of Completion" from the Grantor to that effect issued to the Grantee and recorded in the Register's Office of Davidson County, Tennessee.

The "Certificate of Completion" issued by the Grantor shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the Agreement and in the Deed with respect to the obligations of the Grantee, and its successors and assigns, to construct the improvements and the dates for the beginning and completion thereof.

The Grantee for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, agrees to promptly begin and diligently prosecute to completion the redevelopment of the Property, and that such construction of redevelopment shall in any event be begun within the period specified in Section 4 of Part I of said Contract for Sale of Land and be completed within the period specified in said Section 4 of Part I. It is intended and agreed that such agreements and covenants shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, except only as otherwise specifically provided in the Agreement itself, be, to the fullest extent permitted by law and equity, binding for the benefit of the community and the Grantor and enforceable by the Grantor against the Grantee and its successors and assigns to or of the Property or any part thereof or any interest therein.

In the event of any default, failure, violation, or other actions or inaction by the Grantee, subsequent to this conveyance from the Grantor and prior to the issuance and recording of the "Certificate of Completion," to remedy, end, or abrogate such default, failure, violation, or other action or inaction, specified in subdivision (a), (b), and (c) of Section 704 of Part II of said Contract of Sale of Land, the Grantor at its option may declare a termination in favor of the Grantor, of the title, and of all the rights and interest in and to the Property shall revert to the Grantor in accordance with and in the manner specified in said Contract for Sale of Land. Said subdivisions list, in part, non-compliance

acts pertaining to the construction of improvements, failure to pay or have released liens or encumbrance, and violations pertaining to the transfer of the Property or change in the ownership or distribution of the stock of the Grantee.

E. The Grantee agrees for itself, its successors and assigns, and every successor in interest to the Property, to or of the Property or any part thereof, that the Grantee and such successors or assigns shall:

(1) Not discriminate upon the basis of race, creed, color, sex, or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon or on any part thereof; and this covenant shall be binding to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by (a) the Grantor, its successors and assigns, (b) the Metropolitan Government of Nashville and Davidson County, State of Tennessee, and any successors in interest to the Property, or any part thereof, (c) the owner of any other land, or of any interest in such land, within the Project Area which is subject to the land use requirements and restrictions of the Redevelopment Plan, and (d) the United States, against the purchaser, its successors and assigns and every successor in interest to the Property, or any part thereof or interest therein, and any party in possession or occupancy of the Property or any part thereof.

In amplification, and not in restriction of, all provisions of Sections 1-A, 1-B, 1-C, -1D, 1-E(1), it is intended and agreed that the Grantor and its successors and assigns shall be deemed beneficiaries of the covenants provided in said Section hereof, and the United States shall be deemed a beneficiary of the Covenant provided in Section 1-E(1) hereof, both for an in their or its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such covenants have been provided. Such covenants shall run in favor of the Grantor and the United States, for the entire period during which such covenants shall be in force and effect, without regard to whether the Agency or the United States has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such covenants relate. The Grantor shall have the right, in the event of any breach of any such covenants, and the United States shall have the right in the event of any breach of the covenant provided in Section 1-E(1) hereof, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the

curing of such breach or covenant, to which it or any other beneficiaries of such covenant any be entitled.

Said Property is conveyed subject to the following easements, to wit:

1. All easements recorded in the Registrar's Office of Davidson County, Tennessee.
2. (Others) **An eighteen (18) foot utility easement extending along the southerly line of the subject property.**

By the acceptance of delivery of this Deed, Grantee accepts these restrictions, terms and conditions.

This is improved property known as 1427 15th Avenue South, Nashville, TN 37212

4. Theodore J. Lawson was married to Naomi B. Lawson. On September 28, 1974 the property at 1427 15th Avenue South, Nashville, TN 37212 was conveyed to them by Warranty Deed. Theodore J. Lawson and Naomi B. Lawson had only 1 child, Theodore J. Lawson, Jr. Naomi B. Lawson predeceased Theodore J. Lawson without a will. Theodore J. Lawson is survived by his son Theodore J. Lawson, Jr. He does not have any deceased children.

The only child of Theodore J. Lawson is Theodore J. Lawson, Jr. who is over eighteen (18) years of age and constitutes the only heir-at-law for Theodore J. Lawson.

This Affidavit of Heirship is being prepared for the purposes established in Tenn. Code Annotated §30-2-712, and the Affiants acknowledge that their execution of this Affidavit is subject to and governed by the penalties set forth in Section (f) on the same statute, and that this Affidavit is not made for any fraudulent purpose.

That the Affiants acknowledge that this Affidavit of Heirship may be relied upon by third parties in order to establish chain of title by descent and distribution.

Further Affiants sayeth not.

Dated this 10th day of October, 2024

Affiant- Michael Matlock

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public, in and for this State and County, Michael Matlock the within named Affiant, with whom I am personally acquainted, or proved to me (on the basis of satisfactory evidence), and who upon oath, acknowledged that he executed the foregoing Affidavit of Heirship for the purposes therein contained.

Witness my hand on this 10 day of September, 2024.

Jean Carlos Collado
Notary Public
My Commission Expires: September 5 2028

JEAN CARLOS COLLADO
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires Sept. 5, 2028

Dated this 10th day of October, 2024.

Affiant-Valerie Matlock

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public, in and for this State and County, Valerie Matlock the within named Affiant, with whom I am personally acquainted, or proved to me (on the basis of satisfactory evidence), and who upon oath, acknowledged that she executed the foregoing Affidavit of Heirship for the purposes therein contained.

Witness my hand on this 10 day of October, 2024.

Jean Carlos Collado
Notary Public
My Commission Expires: September 5 2028

JEAN CARLOS COLLADO
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires Sept. 5, 2028