Bx 57

This instrument prepared by:
Thomas C. Scott
Tune, Entrekin & White
21st Floor, First American Center
Nashville, Tennessee 37238

BOOK 7474 PAGE 821

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ 96,487.00 .

Thomas C. [illegible]
Affiant

Subscribed and sworn to before me this 22nd day of February, 1988.

[illegible]
Notary Public

My commission expires: 1/11/92

06904

IDENTIFICATION REFERENCE

FEB 23 11 03 AM '88

DAVIDSON COUNTY, TN

SUBLEASE AND CONVEYANCE OF CONDOMINIUM APARTMENT

[illegible] 6.00

Address New Owner	**Send Tax Bills To:**	**Map and Parcel**
Gary W. Duncan and wife, Carol R. Duncan, Co-Trustees c/o Rose B. Robinson 813 Marquette Drive Nashville, Tennessee 37205	**NEW OWNER**	Map 129-11-A Parcel 012.00

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS ($10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, **ST. HENRY'S PROPERTY DEVELOPMENT, INC.** (the "Grantor") has bargained, sold, and leased, and by these presents does transfer, convey and lease unto GARY W. DUNCAN AND WIFE, CAROL R. DUNCAN, CO-TRUSTEES (the "Grantee"), their heirs and assigns, a certain condominium apartment in Davidson County, Tennessee, described as follows, to-wit:

Unit No. 113L created under Title 66, Chapter 27, Section 101, et seq., as amended, Tennessee Code Annotated, and as established by the Master Deed for The Cloister at St. Henry, Phase ID, of record in Book 6933, Page 927, as amended by instrument of record in Book 7404, page 766, Register's Office for Davidson County, Tennessee, together with the undivided percentage interest in the common elements appurtenant to said unit, as set forth in said Master Deed. Reference is hereby made to the Plat for The Cloister at St. Henry, Phase ID, attached as Exhibit "B" to said Master Deed for proper identification.

Being part of the property leased to St. Henry's Property Development, Inc. by Ground Lease of record in Book 6922, Page 282, Register's Office for Davidson County, Tennessee.

This conveyance and lease is subject to the following:

1. Provisions of Tennessee Code Annotated, Section 64-27-101, et seq.

2. Conditions, restrictions, options, encumbrances, liens, assessments, easements and undertakings contained in the Master Deed for The Cloister at St. Henry, Phase ID, recorded in Book 6933, Page 927, as amended by instrument of record in Book 7404, page 766, Register's Office for Davidson County, Tennessee, and the Bylaws for The Cloister at St. Henry, recorded in Book 6042, Page 650, Register's Office for Davidson County, Tennessee.

3. Sanitary Sewer and/or Storm Easement of record in Book 4191, Page 157, Register's Office for Davidson County, Tennessee.

4. Matters shown on the Plan of Fifth Revision of The Cloister at St. Henry, Phase ID, of record in Book 6250, Page 979, Register's Office for Davidson County, Tennessee.

5. Storm Water Detention Agreement by and between St. Henry's Property Development, Inc., and The Metropolitan Government of Nashville and Davidson County, of record in Book 6862, Page 384, Register's Office for Davidson County, Tennessee.

6. Real estate taxes for 1988.

THIS is improved property known as No. 813, Marquette Drive, Nashville, Tennessee 37205.

TO HAVE AND TO HOLD the said condominium apartment, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, his, her or their heirs and assigns for the term of the Grantor's Ground Lease of record in Book 6922, Page 282, Register's Office for Davidson County, Tennessee, and any extension thereof but not further.

Grantee understands that Grantor is not conveying the real estate in fee simple and this conveyance is both a sublease by Grantor to Grantee of the above described condominium apartment for the full term of Grantor's Ground Lease and any extension thereof, and a conveyance by Grantor of all right, title and interest of the Grantor in the described condominium apartment. By acceptance of this conveyance, Grantee agrees to assume jointly with The Cloister Owners' Association all obligations of the Grantor under Grantor's Ground Lease, including payment of all real estate taxes assessed against both land and buildings.

WITNESS my hand, this the 22 day of February, 1988.

ST. HENRY'S PROPERTY DEVELOPMENT, INC.

By: Harry Baird
Harry Baird

Its: President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared **HARRY BAIRD**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of **ST. HENRY'S PROPERTY DEVELOPMENT, INC.**, the within named bargainor, a corporation, and who acknowledged that he as such President executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as President.

WITNESS my hand and official seal at Nashville, Tennessee, this the 22 day of February, 1988.

Deborah L. Holt
NOTARY PUBLIC

My commission expires:

January 11, 1992