STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 126,600.00 .

Affiant Dudley Warner

Subscribed and sworn to before me this 17th day of June, 1988.

Notary Public

My Commission Expires: 9-9-89

THIS INSTRUMENT PREPARED BY
HOWELL, FISHER & BRANHAM
COURT SQUARE BUILDING
NASHVILLE, TENNESSEE 37201-1107
BY: Morton B. Howell
ATTORNEY

SUBLEASE AND CONVEYANCE OF CONDOMINIUM APARTMENT

Address New Owner:	Send Tax Bills To:	Map and Parcel No.
Dudley A. and wife, Sara W. Warner 402 Siena Drive Nashville, TN 37205	Same	Map 129-11-A Parcel 402

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS ($10.00), cash in hand paid by the hereinafter named Grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, JOAN REMER PARKER, legatee under the Will of Dorothy A. Remer, deceased, said Will being of record in Will Book 162, Page 722, Office of the Clerk of the Probate Court of Davidson County, Tennessee, pursuant to an order of probate entered on 22 April, 1988, and of record in Minute Book 322, Page 312, of the Probate Court of said County, has bargained, sold and leased, and by these presents does transfer, convey and lease unto DUDLEY A. WARNER and wife, SARA W. WARNER, their heirs and assigns, the leasehold interest in a certain condominium in Davidson County, Tennessee, described as follows, to-wit:

> Unit No. 402 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, Phrase IB, of record in Book 6237, Page 665, 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, Phrase IB, attached as Exhibit "B" to said Master Deed for proper identification.
>
> Being the same property conveyed to Dorothy A. Remer, a widow, by Sublease and Conveyance of Condominium Apartment of record in Book 6350, page 916, Register's Office of Davidson County, Tennessee, adn being the same property devised to Joan Remer Parker by Will of Dorothy Remer, deceased, of record in Will Book 162, page 722, Office of the Clerk of the Probate Court of 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 IB, recorded in Book 6237, Page 665, 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. Real estate taxes for 1988, which have been prorated between the Grantor and the Grantees and will be paid by the Grantees.

THIS is a leasehold interest in improved property known as 402 Siena Drive, Nashville, TN 37205.

TO HAVE AND TO HOLD the said leasehold interest in the said condominium apartment, with the appurtenances, estate, title and interest thereto belonging to the said Grantees, their heirs and assigns, for the term of the Ground Lease of record in Book 6208, Page 137, Register's Office for Davidson County, Tennessee, and any extension thereof but not further.

Grantees understand that Grantor is not conveying the real estate in fee simple and this conveyance is both a sublease by Grantor to Grantees of the above-described condominium apartment for the full term of the 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, Grantees agree to assume jointly with The Cloister Owners' Association all obligations of the Grantor under the Ground Lease, including payment of all real estate taxes assessed against both land and buildings.

Grantees, by their acceptance of this conveyance and payment of the consideration therefor herein recited, acknowledge that they have inspected and examined the premises herein conveyed, have found the heating and air conditioning system at the time of delivery of the premises to be in proper operating order, and further acknowledge that all those items of personal property installed upon or affixed to the property and herein conveyed are in good and operable condition and are likewise hereby approved and accepted. The Grantees acknowledge that the Grantor has not made, and does not hereby make, any warranty or guaranty as to the condition of the premises and the improvements thereon, same being transferred to Grantees upon an "as is" basis.

Wallace R. Parker, husband of Joan Remer Parker, joins in this conveyance for the express purpose of conveying any and all right, title and interest he may have arising out of the marital relation with Joan Remer Parker, but not further or otherwise.

WITNESS our hands, this the 16 day of June, 1988.

41489

IDENTIFICATION REFERENCE

JUN 17 3 42 PM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

Joan R. Parker
JOAN REMER PARKER

Wallace R. Parker
WALLACE R. PARKER

7085 06/17 0101 03CHECK 6.00

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared JOAN REMER PARKER and her husband, WALLACE R. PARKER, to me personally known, and who, upon oath, acknowledged that as bargainors, they set their hands to the foregoing instrument for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL AT Nashville, Tennessee, this 16th day of June, 1988.

Notary Public

My Commission Expires: 9/9/89

NOTARY PUBLIC