THIS INSTRUMENT PREPARED BY:
Joseph B. Pitt, Jr., Attorney at Law
First American Center
315 Deaderick Street, Suite 105
Nashville, Tennessee 37238-0105

00268525
Box 35 8

SUBLEASE AND CONVEYANCE OF CONDOMINIUM APARTMENT

ADDRESS NEW OWNER:	NAME OF MORTGAGEE:	MAP/PARCEL:
William K. Jameson and wife, Ann R. Jameson 501 Loyola Drive Nashville, TN 37205	First Southern 4205 Hillsboro Raod Suite 101-B Nashville, TN 37215	Map 129-11-A Parcel 501

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, Georgia Brown Chambers (the "Grantor"), has bargained, sold and leased, and by these presents does transfer, convey and lease unto William K. Jameson and wife, Ann R. Jameson (the "Grantees"), their heirs and assigns, a certain condominium apartment in Davidson County, Tennessee, described as follows, to wit:

> A certain condominium apartment in Davidson County, Tennessee, being Unit No. 501, created under Title 66, Chapter 27, Section 101, et seq., as amended, Tennessee Code Annotated, and as established by the Master Deed of record in Book 6042, page 602, as amended by Amendment to Master Deed of record in Book 6071, page 149, 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 Phase I-A of Lot No. 2, The Cloister at Saint Henry, of record

in Book 5200, page 529, said Register's Office, for a more complete identification and description of such Unit.

Being the same property conveyed to Georgia Brown Chambers by Sublease and Conveyance of Condominium Apartment from St. Henry's Property Development, Inc., of record in Book 6179, page 741, Register's Office for Davidson County, Tennessee.

THIS SUBLEASE AND CONVEYANCE is subject to the following:

1. Provisions of Tennessee Code Annotated, Section 66-27-101, et seq.

2. Conditions, restrictions, options, encumbrances, liens, assessments, easements and undertakings contained in the Master Deed and By-Laws for The Cloister at St. Henry, Phase 1-A, of record in Book 6042, page 602, as amended by Amendment to Master Deed of record in Book 6071, page 149, said Register's Office; and Correction of Master Deed in Book 6237, page 660, and amendment to Master Deed in Book 6519, page 187, all in the 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 Phase I-A of Lot No. 2, The Cloister at St. Henry, of record in Book 5200, pages 455 and 529, 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. Subject to terms and conditions of Ground Lease by and between James D. Niedergeses, Bishop of the Diocese of Nashville, and St. Henry's Development, Inc., dated August 31, 1982, of record in Book 5961, page 657, Register's Office for Davidson County, Tennessee.

7. Nondisturbance Agreement dated July 15, 1986, between James D. Niedergeses, Bishop of the Diocese of Nashvile, Lessor, and St. Henry's Property Development, Inc., Lessee, of record in Book 7306, page 289, Register's Office for Davidson County, Tennessee.

8. Real estate taxes for 1992.

THIS IS IMPROVED PROPERTY known as No. 501 Loyola 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 Ground Lease, of record in Book 5961, page 657, 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 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, Grantee agrees 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. The attached copy of a resolution of the Board of Directors of St. Henry Property Development, Inc., is incorporated herein as Exhibit "A" to this instrument.

WITNESS my hand, this the 30th day of December, 1992.

Georgia B. Chambers
Georgia Brown Chambers

William K. Jameson
William K. Jameson

Ann R. Jameson
Ann R. Jameson

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $100,000.00.

William K. Jameson
Affiant

Subscribed and sworn to before me this 30th day of December, 1992.

Notary Public

My Commission Expires: 7/27/96

PERCY WILKINS, JR. NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me the undersigned, a Notary Public in and for said County and State, Georgia Brown Chambers, the within named bargainor, with whom I am personaly acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 30th day of December, 1992.

Notary Public

My Commission Expires: 7/27/96

PERCY WILKINS, JR. NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me the undersigned, a Notary Public in and for said County and State, William K. Jameson and wife, Ann R. Jameson, the within named 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 30th day of December, 1992.

Notary Public

My Commission Expires: 7/27/96

PERCY WILKINS, JR. NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

EXHIBIT "A" BOOK 8832 PAGE 151

RESOLUTION

WHEREAS, the Master Deeds for The Cloister at St. Henry provide at Section 18(d) circumstances under which a unit owner may sell his unit to the developer, St. Henry's Property Development, Inc. ("S.H.P.D.") for 80% of appraised fair market value; and,

WHEREAS, a question has arisen regarding whether or not S.H.P.D. may on the death of a unit owner compel the succeeding owners to sell to S.H.P.D. at 80% of appraised fair market value; and,

WHEREAS, S.H.P.D. has never intended to compel any owner to sell to it at 80% of appraised fair market value; and,

WHEREAS, S.H.P.D. understands that Section 18(d) does not grant it any right to compel such a sale at the death of an owner or otherwise:

NOW, THEREFORE, be it:

RESOLVED, that for the purpose of clarifying interpretation of the Master Deeds' Section 18(d) and with express understanding that prospective unit purchasers of The Cloister at St. Henry will rely on the statements in this resolution, S.H.P.D. declares that it will not under any circumstances compel any unit owner to sell a unit to S.H.P.D. at 80% of appraised fair market value, but will purchase units at 80% of appraised fair market value upon request of a unit owner provided such unit owner has fully complied with all pre-requisites to the obligations of S.H.P.D. as provided in Section 18(d).

LEGIBILITY OF WRITINGS UNSATISFACTORY FOR PHOTOGRAPHIC RECORDATION THIS DOCUMENT

Resolution unanimously adopted by Board of Trustees for St. Henry Property Development, Inc. at its regular monthly meeting on Wednesday, March 6, 1985.

Karol F. Grace
Karol F. Grace
Board Member and Secretary

7.9.6 1.8.
IDENTIFI REFERENCE)
JAN 5 9 52 AM '93
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN
1511 22/05 2:11 03CHECK 28.00