THIS INSTRUMENT PREPARED BY:
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First American Center
315 Deaderick Street, Suite 105
Nashville, Tennessee 37238-0105

00271755
Box 35

SUBLEASE AND CONVEYANCE OF CONDOMINIUM APARTMENT

ADDRESS NEW OWNER:	NAME OF MORTGAGEE:	MAP/PARCEL:
Bette D. Rocklin 803 Marquette Drive Nashville TN 37205	None	Map 129-11-A Parcel 803 Co

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, Frank Englert, Jr. and wife, Margaret Englert (the "Grantors"), have bargained, sold and leased, and by these presents do transfer, convey and lease unto Bette D. Rocklin (the "Grantee"), her 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. 109R, 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 1D, of record in Book 6933, page 927, 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 1D, attached as Exhibit "B" to said Master Deed for proper identification.

Being the same property conveyed to Frank Englert, Jr. and wife, Margaret Englert, by Sublease and Conveyance of Condominium Apartment from St. Henry's Property Development, Inc., of record in Book 7575, page 57, Register's Office for Davidson County, Tennessee.

THIS SUBLEASE AND CONVEYANCE 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 1D, of record in Book 6933, page 927, as amended in Book 7404, page 766, Register's Office for Davidson County, Tennessee, and the Bylaws for The Cloister at St. Henry, of record in Book 6042, page 650, in said Register's Office.

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. 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 July 15, 1986, of record in Book 6922, page 282, 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 1993.

THIS IS IMPROVED PROPERTY known as No. 803 Marquette Dr. 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 6922, page 282, Register's Office for Davidson County, Tennessee, and any extension thereof, but not further.

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

WITNESS our hands, this the 29 day of October, 1993.

Frank Englert, Jr.

Margaret Englert

Bette D. Rocklin

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me Linda V. Jones, a Notary Public in and for said County and State, Bette D. Rocklin, the within named bargainor, with whom I am personally acquainted, (or proved to me on on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 29 day of October, 1993.

Linda V. Jones
Notary Public

My Commission Expires: 1-17-1994



STATE OF TENNESSEE

BOOK 9134 PAGE 671

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $105,000.00.

Bette D. Rocklin
Affiant

Subscribed and sworn to before me this 29 day of October, 1993.

Linda V. Jones
Notary Public

My Commission Expires: 1-17-1994

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me Linda V. Jones, a Notary Public in and for said County and State, Frank Englert, Jr. and wife, Margaret Englert, 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 29 day of October, 1993.

Linda V. Jones
Notary Public

My Commission Expires: 1-17-1994

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FELIX A. ... REGISTER
DAVIDSON COUNTY, TN.

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IDENTIF. & REFERENCE

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