This Instrument Prepared By: James C. Vance, Attorney
237 Old Hickory Boulevard
Nashville, TN 37221

SUBLEASE AND CONVEYANCE OF CONDOMINIUM APARTMENT

ADDRESS NEW OWNER:	NAME OF MORTGAGEE:	MAP/PARCEL:
LeAnne B. Burns 101 Emma Neuhoff Court Nashville, TN 37205		9DZ-12609 129-11-A 101.00

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, JANE SETTLE BURNS, individually, beneficiary, and Personal Representative for the Estate of Joel M. Settle, and WILLIAM MARTIN SETTLE, individually and as beneficiary, the Grantors, have bargained, sold and leased, and by these presents do transfer, convey and lease unto LEANNE B. BURNS, 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. 101 created under Title 66, Chapter 27, Section 101, et seq., as amended, Tennessee Code Annotated, and as established by a Master Deed for The Cloister at St. Henry, Phase IB, of record in Book 6237, page 665, and the By-Laws for The Cloister at St. Henry, of record in Book 6042, page 650, amended in Book 6519, page 187, and Book 6834, page 449, Register's Office for Davidson County, Tennessee, together with the undivided percentage interest in the common elements appurtenant to said Unit described 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 Joel M. Settle, unmarried, by deed from Rose D. Dortch, a widow, of record in Book 7911, page 198, said Register's Office. The said Joel M. Settle having since died and property now being vested in Jane Settle Burns and william Martin Settle, as devisees under the Will of Joel M. Settle, of record in Book 189, page 522, Probate Court Clerk'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 and undertakings contained in the Master Deed and By-Laws for the Cloister at St. Henry, Phase IB, recorded in Book 6237, page 665, and the By-Laws for The Cloister at St. Henry, of record in Book 6042, page 650, as amended in Book 6519, page 187 and Book 6834, page 449, Register's Office for Davidson County, Tennessee.

3. Resolution of record in Book 6527, page 700, said Register's Office, clarifying the interpretation of Section 18(d) of the Master Deeds for The Cloister at St. Henry.

4. Sanitary Sewer and/or Storm Easement of record in Book 4191, page 157, said Register's Office.

5. Subject to terms and conditions of a Ground Lease by and between James D. Niedergeses, Bishop of the Diocese of Nashville, and St. Henry's Property Development, Inc., dated August 31, 1982, of record in Book 6208, page 137, Register's Office for Davidson County, Tennessee.

6. Subject to rights of others in and to the common areas/elements.

7. Real estate taxes for 1994: to be prorated and assumed by Grantee.

THIS IS IMPROVED PROPERTY known as 101 Emma Neuhoff Court, 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, her 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.

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 29th day of July, 1994.

79276

IDENTIFICATION REFERENCE

94 AUG -3 PM 12:04

REGISTER
DAVIDSON COUNTY, TN.

Jane Settle Burns

JANE SETTLE BURNS, Individually, Beneficiary, and Personal Representative for Estate of Joel M. Settle

William Martin Settle

WILLIAM MARTIN SETTLE, Individually and as Beneficiary of Estate of Joel M. Settle

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, JANE SETTLE BURNS, Individually, Beneficiary and Personal Representative for Estate of Joel M. Settle, the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 29th day of July, 1994.

NOTARY PUBLIC

My Commission Expires: 7/27/96

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

5822 08/08 0101 03CHECK 12.00

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, WILLIAM MARTIN SETTLE, Individually and as Beneficiary of Estate of Joel M. Settle, the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 25th day of July, 1994.

NOTARY PUBLIC

My Commission Expires: 5/28/95