07368

IDENTIF. # REFERENCE

PREPARED BY (AND RETURN TO):

WILKINS & IVEY
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W & I Ref: (kd) Title No: 35758
Dav. Co. File: Box 8

94 NOV -9 AM 9:10

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN.

BOOK 9515 PG 617

ADDRESS NEW OWNER:	RESPONSIBLE FOR TAX PAYMENT:
Polly W. Riley 106 Emma Neuhoff Court Nashville, Tennessee 37205	SAME

TAX MAP-PARCEL NUMBERS: 129-11A-004

16.00

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Helen P. Moore, Michael L. Sills and spouse, Julia M. Sills, said Julia M. Sills signing individually and as Trustee pursuant to Trust Agreement of record in Book 7835, Page 680,** hereinafter called the **Grantor,** has bargained and sold, and by these presents does hereby transfer and convey unto **Polly W. Riley, a single person,** hereinafter called the **Grantee,** Grantee's heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows: **To Wit:**

A certain condominium apartment in Davidson County, Tennessee, created upon a leasehold Estate, and being Unit No. 106 on the plan of Phase 1-B of Lot 2, The Cloister at St. Henry of record in Book 5200, Page 529 and revised in Book 5200, Page 676, and as further set out in "Exhibit B" to the Master Deed of record in Book 6237, Page 665.

BEING the same property conveyed to Helen P. Moore by deed from Mabel Lord Hutchins of record in Book 6527, Page 696, said Register's Office. By deed of record in Book 7584, Page 950, said Register's Office, the said Helen P. Moore conveyed an undivided one-half (1/2) interest in subject property to Michael L. Sills and spouse Julia M. Sills. By Quitclaim Deed of record in Book 7835, Page 686, said Register's Office, the said Helen P. Moore, unmarried, Michael L. Sills and spouse, Julia M. Sills conveyed their interest in subject property to Julia M. Sills, Trustee.

SUBJECT to Master Deed and By-Laws, which contain restrictive covenants and other matters of record in Book 6042, Page 602 and amended in Book 6071, Page 149, Book 6519, Page 187, Book 6237, Page 660, Book 7590, Page 273, all in the Register's Office for said County. All assessments provided for in the above referenced Master Deed and By-Laws, which have become due and payable prior to or at the time of conveyance must be paid. The Plan of record in Book 5200, Page 529, revised in Book 5200, Page 676, and as further set out in "Exhibit B" to the Master Deed of record in Book 6237, Page 665, said Register's Office, which plan and record thereof are incorporated herein and made a part hereof by reference, and easement for sanitary sewer and/or storm easement of record in Book 4191, Page 157, said Register's Office.

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 Grantors 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 Owner's Association all obligations of the Grantor under Grantor's 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 Director's of St. Henry Property Development, Inc., is incorporated herein as Exhibit "B" to this instrument.

Description Reference: Described from information contained in recorded condominium documents.

This instrument is executed on behalf of Helen P. Moore by Julia M. Sills as Attorney in Fact pursuant to a Power of Attorney being recorded concurrently herewith. The affidavit of said Attorney in Fact is attached as "Exhibit A" to or on this instrument and incorporated herein by reference.

This is improved property, known as: 106 Emma Neuhoff Court, Nashville, Tennessee 37205

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, Grantee's heirs or assigns, forever.

GRANTOR COVENANTS with the said Grantee that Grantor is lawfully seised and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out.

GRANTOR FURTHER COVENANTS and binds Grantor, Grantor's heirs and representatives, to warrant and forever defend the title to the said land to the said Grantee, Grantee's heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS THE EXECUTION HEREOF this 4th day of November, 1994.

Michael L. Sills

Helen P. Moore, By: Julia M. Sills, Atty-In-Fact

Julia M. Sills, Trustee and Individually

State of Tennessee
County of Davidson

On this 4th day of November, 1994, before me the undersigned authority, personally appeared **Michael L. Sills and Julia M. Sills**, to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged the execution as a free act and deed.

My Commission Expires: _____

Notary Public

PERCY WILKINS JR. NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.
EXP. 7/27/98

State of Tennessee
County of Davidson

BOOK 9515 PG 619

A F F I D A V I T

The undersigned declares under oath that the actual consideration or value, whichever is greater, for this transfer is: $ 102000.00

Polly W. Riley
Affiant

Sworn and subscribed before me on the 4th day of November, 1994.

PERCY WILKINS JR. NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN. EXP. 7/27/96

Notary Public

My Commission Expires: _____

State of Tennessee
County of Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **Julia M. Sills**, with whom I am personally acquainted (or whose identity was proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within instrument on behalf of **Helen P. Moore**, as Attorney-in-Fact, as the free act and deed of the said Principal.

Witness my hand and official seal at Nashville, Tennessee, this the 4th day of November, 1994.

Notary Public

My Commission Expires:_____

PERCY WILKINS JR. NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN. EXP. 7/27/96

EXHIBIT "A"
To
WARRANTY DEED

FROM: Michael L. Sills, Julia M. Sills and Helen P. Moore

TO: Polly W. Riley

A F F I D A V I T

The undersigned Affiant, being first duly sworn, deposes and says as follows:

1. That the document to which this affidavit is exhibited was executed by the undersigned as attorney-in-fact for the principal thereon shown.

2. That the execution is proper and within the scope of the power-of-attorney referenced in the instrument.

3. That at the time of execution of said document the Affiant had no knowledge or notice of the termination of the power-of-attorney, either by revocation or by the principal's death, disability, or incapacity.

Further the Affiant Saith not.

References to the singular include the plural, when applicable.

Julia M. Sills
Julia M. Sills, Affiant

Sworn to and subscribed before me this

4th day of November, 1994.

Notary Public

My Commission Expires:_____

PERCY WILKINS JR. NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN. EXP. 7/27/96

EXHIBIT "B"

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).

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