Address New Owner and Send Tax Bills To:
Robert E. Freeland
Kathleen C. Freeland
806 Marquette Drive
Nashville, TN 37205

Map 129-11-A
Parcel 806

This Instrument Prepared By:
Hofstetter & Hofstetter, Attorneys
Suite 500
230 Fourth Avenue North
Nashville, TN 37219

9569 04/11 0131 03CHECK 12.00

SUBLEASE AND CONVEYANCE OF CONDOMIUM APARTMENT TO TRUSTEE
(Statutory Reference - Section 689.071 F.S.)

This **Indenture Witnesseth**, that the Grantor, Kathleen C. Freeland and Robert E. Freeland, her husband, of the County of St. Lucie, State of Florida, for and in consideration of the sum of Ten and 00/100 Dollars ($10.00), and other good and valuable consideration in hand paid, receipt of which is acknowledged, grants, conveys and warrants unto ROBERT E. FREELAND and KATHLEEN C. FREELAND, as Co-Trustees of The Kathleen C. Freeland Intervivos Declaration of Trust dated February 3, 1995, I.D. No. 411-34-5700, Grantees, whose postoffice address is 10310 S. Ocean, #303, Jensen Beach, FL 34957, a certain condominium apartment in Davidson County, Tennessee, described as follows, to-wit:

> Unit No. 107L 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 ID, of record in Book 6933, Page 927, as amended by instrument of record in Book 7404, Page 766, 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 ID, attached as Exhibit "B" to said Master Deed for proper identification.
>
> Being the same property conveyed to Robert E. Freeland and wife, Kathleen C. Freeland by Sublease and Conveyance of Condominium Apartment from St. Henry's Property Development, Inc. of record in Book 7483, Page 482, Register's Office for Davidson County, Tennessee.

50374 IDENTIFICATION REFERENCE

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 ID, recorded in Book 6933, Page 927, as amended by instrument of record in Book 7404, Page 766, 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 said County.

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. Real estate taxes for 1995.

This is improved property known as 806 Marquette Drive, Nashville, Tennessee 37205.

THIS DEED IS PREPARED WITHOUT BENEFIT OF EXAMINATION OF TITLE, hereinafter called "the Property".

TO HAVE AND TO HOLD the Property in fee simple with the appurtenances upon the trust and for the purposes set forth in this Deed and in the Revocable Trust.

Full power and authority is granted by this Deed to Co-Trustees or their successors to deal in or with the Property or any interest therein or any part thereof, protect, conserve, sell, lease, encumber or otherwise to manage and dispose of the Property or any part of it.

This conveyance is granted pursuant to and shall be governed by the provisions of Section 689.071, Florida Statutes.

In no case shall any party dealing with the Co-Trustees in relation to the Property or to whom the Property or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Co-Trustees, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of the trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Co-Trustees, or be obliged or privileged to inquire into any of the terms of the Revocable Trust or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Co-Trustees may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Co-Trustees in relation to the Property shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument (a) that at the time of its delivery the trust created by this Deed and by the Revocable Trust was in full force and effect, (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Deed and in the Revocable Trust and is binding upon all beneficiaries under those instruments, (c) that Co-Trustees were duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed property and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust.

Upon the death, disability, or resignation of the Co-Trustees, the successor trustee under the Trust referred to above shall be KATHLEEN F. GRAHAM, as Successor Trustee, hereinafter referred to as the "successor Trustee". The written acceptance by the Successor Trustee, recorded among the public records in the county where the Property is located, together with evidence of the Co-Trustee's death, disability, or resignation, shall be deemed conclusive proof that the Successor Trustee provisions of the Trust have been complied with. Evidence of the Co-Trustee's death shall consist of a certified copy of the Co-Trustee's death certificate. Evidence of Co-Trustee's disability shall consist of a licensed physician's affidavit establishing that the Co-Trustee is incapable of performing the Co-Trustee's duties as Co-Trustee of the Trust.

Evidence of the Co-Trustee's resignation shall consist of a resignation, duly executed and acknowledged by the Co-Trustee. The Successor Trustee shall have the same powers granted to the original Trustee set forth herein.

Any contract, obligation or indebtedness incurred or entered into by the Co-Trustees in connection with the Property may be entered into by them in the name of the then beneficiaries under the Revocable Trust, as their attorney in fact, by this Deed irrevocably appointed for the purpose, or at the election of Co-Trustees, in their own name as Co-trustees of an express trust and not individually and Co-Trustees shall have no obligation whatsoever with respect to any such contract, obligations or indebtedness except only as far as the trust property and funds in the actual possession of Co-Trustees shall be applicable for their payment and discharge, and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

And the Grantor by this Deed fully warrants the title to the above-described real estate and will defend the title against the lawful claims of all person whomsoever. "Grantor", "Grantee", "Trustee" and "Beneficiary" are used for singular or plural, as context requires. Feminine or neuter pronouns shall be substituted for those of masculine form or vice versa in any place or places in which the context may require such substitution or substitutions.

IN WITNESS WHEREOF, the Grantors aforesaid have set their hands this 7th day of April, 1995.

Robert E. Freeland

Robert E. Freeland

Kathleen C. Freeland

Kathleen Freeland

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value for this transfer is $0.

Affiant

EUNICE MILLER NOTARY PUBLIC AT LARGE DAVIDSON COUNTY

Subscribed and sworn to before me, this the 7th day of April, 1995.

Notary Public

Commission expires 5-24-97

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 **Robert E. Freeland and wife, Kathleen Freeland**, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

EUNICE MILLER NOTARY PUBLIC AT LARGE DAVIDSON COUNTY

Witness my hand and official seal at Nashville, Tennessee, this 7th day of April, 1995.

Notary Public

Commission expires 5-24-97