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IDENTIF. # REFERENCE

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[illegible] REGISTER
DAVIDSON COUNTY, TN.

THIS INSTRUMENT PREPARED BY:
Joseph B. Pitt, Jr., Attorney
First American Center, Suite 105
Nashville, TN 37238
File No. 276365, Box 35

BOOK 9718 PG 143

SUBLEASE AND CONVEYANCE OF CONDOMINIUM APARTMENT

ADDRESS NEW OWNER:	NAME OF MORTGAGEE:	MAP/PARCEL:
Albert H. Dyson 508 Loyola Drive Nashville, TN 37205	First Republic Mortgage 3310 West End Ave.#480 Nashville, TN 37203	Map 129-11-A Parcel 508CO

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, Michael R. Paslay and Randy Edward Miller, Co-Executors of the Estate of Ruth Miller, deceased, (the "Grantors"), have bargained, sold and leased, and by these presents do transfer, convey and lease unto Albert H. Dyson and wife, Ruth W. Dyson (the "Grantee"), their 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. 508', 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 IB, of record in Book 6237, page 665, as amended in Book 6834, page 449, and further clarified in Book 6527, page 700, and the By-Laws of record in Book 6042, page 650, as amended in Book 6519, page 187, Register's Office for said County, 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 IB, attached as Exhibit "B" to said Deed for proper identification.

Being the same property conveyed to Ruth Miller, unmarried, by Sublease and Conveyance Apartment from St. Henry's Property Development, Inc., of record in Book 6292, page 440, Register's Office for Davidson County, Tennessee, the said Ruth Miller having since died, and her Will being filed in Will Book 196, page 340, Probate Court, Davidson 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 IB, of record in Book 6237, page 665, as amended in Book 6834, page 449, and further clarified in Book 6527, page 700, and the By-Laws of record in Book 6042, page 650, as amended in Book 6519, page page 187, 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 L. Niedergeses, Bishop of the Diocese of Nashville, and St. Henry's Development, Inc., dated August 11, 1980, of record in Book 6208, page 137, Register's Office for Davidson County, Tennessee.

7. Real estate taxes for 1995.

THIS IS IMPROVED PROPERTY known as 508 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, 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 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.

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Witness my hand this the 29th day of June, 1995.

Michael K. Easley, Co-Executor

Randy Edward Miller, Co-Executor

Albert H. Dyson

Ruth W. Dyson

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Michael K. Easley, Co-Executor, 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 29th day of June, 1995.

Notary Public

My Commission Expires: 11-10-97

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Randy Edward Miller, Co-Executor, 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 29th day of June, 1995.

Notary Public

My Commission Expires: 11-10-97

BK/ 9718PG147

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, [illegible], a Notary Public in and for said County and State aforesaid, personally appeared [illegible], with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this [illegible] day of [illegible], 1997.

NOTARY PUBLIC

My Commission Expires: 11-10-97

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