THIS INSTRUMENT PREPARED BY:
Joseph B. Pitt, Jr., Attorney
First American Center
Nashville, Tn 37238
00276816, Box 35

This conveyance is exempt from transfer tax.

BOOK 9777PG597

SUBLEASE AND CONVEYANCE OF CONDOMINIUM APARTMENT

ADDRESS NEW OWNER:	NAME OF MORTGAGEE: Send Tax Bills To.	MAP/PARCEL:
Gene A. Stanley and Ruth C. Stanley 107 Cloister Drive Nashville, TN 37205	NationsBanc Mortgage Corporation P. O. Box 740017 Louisville, KY 40201	Map 129-11-0-A Parcel 107 CO

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS ($10.00), cash in hand paid by the hereinafter named Grantee(s), and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, Kenneth E. Winkler and wife, Carol L. Winkler (the "Grantors"), have bargained, sold and leased, and by these presents do transfer, convey and lease unto Gene A. Stanley and wife, Ruth C. Stanley (the "Grantees"), 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. 107, created under Title 66, Chapter 27, Section 101, et seq., as amended, Tennessee Code Annotated, and as established by the Master Deed of record in Book 6042, page 602, as amended by Amendment to Master Deed of record in Book 6071, page 149, 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 Jennie V. Winkler and Kenneth E. Winkler, as joint tenants with rights of survivorship, by deed from Willard E. Kendall and wife, Jeanette O. Kendall, of record in Book 7891, page 72, Register's Office of Davidson County, Tennessee, the same Jennie V. Winkler having since died.

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, recorded in Book 6042, page 602, as amended by Amendment to Master Deed of record in Book 6071, page 149, Register's Office for Davidson County, Tennessee. Correction of Master Deed in Book 6237, page 600, said Register's Office, and amendment to Master Deed in Book 6517, 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 record in Book 5200, Page 529, said Register's Office.

5. Easements and other matters of record in Plat Book 5200, page 455, and Plat Book 5200, page 529, said Register's Office.

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 August 31, 1982, of record in Book 5961, page 657, Register's Office for Davidson County, Tennessee.

7. Real estate taxes for 1995.

THIS IS IMPROVED PROPERTY known as 107 Cloister 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, his, her or their heirs and assigns, for the term of the Ground Lease, of record in Book 5961, page 657, 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.

WITNESS my hand, this the 28th day of August, 1995.

Kenneth E. Winkler by Bob Hoyt atty in fact
Kenneth E. Winkler

Carol L. Winkler by Bob Hoyt atty in fact
Carol L. Winkler
Grantors

Gene A. Stanley

Ruth C. Stanley

Ruth C. Stanley
Grantees

BOOK 9777 PG 600

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Gene A. Stanley and wife. Ruth C. Stanley, the within named bargainors, 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 28th day of August, 1995.

Notary Public

My Commission Expires: 11-10-97

00914664

IDENTIFICATION REFERENCE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared BOOTS FLOYD BARBER to me known (or proved to me on the basis of satisfactory evidence), to be the person who executed the foregoing instrument in behalf of KENNETH E. WINKLER AND WIFE, CAROL L. WINKLER and acknowledged that she executed the same as the free act and deed of the said Kenneth E. Winkler and wife, Carol L. Winkler.

WITNESS my hand and seal this 28th day of August, 1995.

Notary Public

My Commission expires: 11-10-97

08/30/95 0101 03CHECK 16.00