PREPARED BY (AND RETURN TO):

**WILKINS & IVEY**
Attorneys At Law
2405 Crestmoor Road; P.O. Box 150157
Nashville, Tennessee 37215-0157
Ph. (615) 298-3312 - Fax. 292-8746

10073 PG 763

W & I Ref: (mn) Title No: 37791
Dav. Co. File: Box 8

| ADDRESS NEW OWNER: | RESPONSIBLE FOR TAX PAYMENT: |
|---|---|
| Virginia Evers<br>282 Cana Circle<br>Nashville, Tennessee 37205 | Chase Manhattan Mortgage Corporation<br>155 Franklin Road, Ste. 255<br>Brentwood, TN 37027 |

**TAX MAP-PARCEL NUMBERS: 129-11-A-22**

# *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 **Edna Marie McCaffrey, unmarried,** hereinafter called the **Grantor**, has bargained and sold, and by these presents does hereby transfer and convey unto **Virginia Evers, unmarried,** 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 condominium apartment in Davidson County, Tennessee, being Unit No. 120L of the Cloister at St. Henry Phase 1D, a horizontal property regime pursuant to the Tennessee Horizontal Property Act, as shown on Exhibit B to the Master Deed of record in Book 6933, page 927, Register's Office for said County, to which source reference is hereby made for more complete details of description, together with the said Apartment's appurtenant undivided interest in the general and limited common elements of the Condominium.

BEING the same property conveyed to Edna Marie McCaffrey, a single person, by deed from St. Henry's Property Development, Inc. of record in Book 7412, page 37, Register's Office for Davidson County, Tennessee.

The property herein conveyed is subject to the restrictions, easements, liens and other matters set forth in the Master Deed and By-Laws of record in Book 6933, Page 927, amended in Book 7404, page 766, additional By-Laws in Book 6042, page 650, Book 7590, page 273 and Book 9269, page 285, said Register's Office, and to the matters set forth in the referenced Condominium Plan of record.

Subject to terms and conditions of Ground Lease by and between James D. Niedergeses, Bishop of the Diocese of Nashville and St. Henry's Property Development, Inc., dated July 15, 1986 of record in Book 6922, Page 282, said Register's Office.

Subject to Nondisturbance Agreement by and between James D. Niedergeses, Bishop of the Diocese of Nashville, and St. Henry's Property Development, Inc. dated July 15, 1986 of record in Book 7306, Page 289, said Register's Office.

**This is improved property, known as:** 282 Cana Circle, Nashville, Tennessee 37205

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 describes 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 Grantors 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 Directors of St. Henry Property Development, Inc., is incorporated herein a Exhibit "A" to the this insturment.

**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 30th day of May, 1996.

Edna Marie McCaffrey

**Edna Marie McCaffrey**

**State of Tennessee**
**County of Davidson**

On this 30th day of May, 1996, before me the undersigned authority, personally appeared **Edna Marie McCaffrey**, 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: CHRISTY WILKINS IVEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN. My Commission Expires 9/18/99

Notary Public

**State of Tennessee**
**County of Davidson**

**AFFIDAVIT**

The undersigned declares under oath that the actual consideration or value, whichever is greater, for this transfer is: $ 112500.00

Affiant

Sworn and subscribed before me on the 30th day of May, 1996.

My Commission Expires: CHRISTY WILKINS IVEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN. My Commission Expires 9/18/99

Notary Public

96 JUN -4 PM 2:42
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

IDENTIF. & REFERENCE
0188815

EXHIBIT "A"

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:

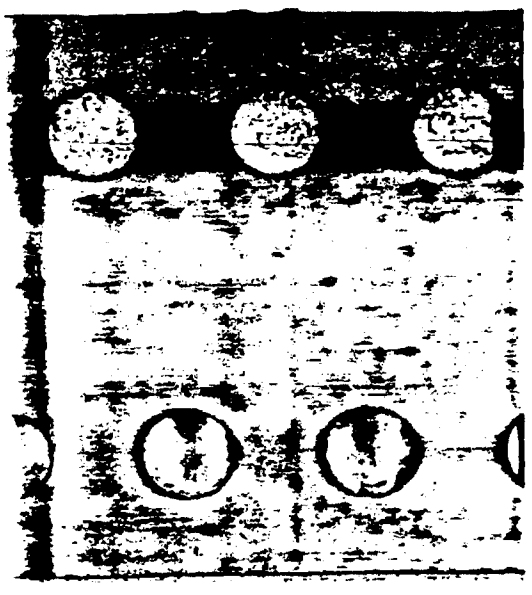
RESOLVED, that for the purpose of clarifying interpretation of the Master Deeds' Section 18(d) and with express understanding that prospective unit purchasers of The Cloister at St. Henry will rely on the statements in this resolution, S.H.P.D. declares that it will not under any circumstances compel 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).

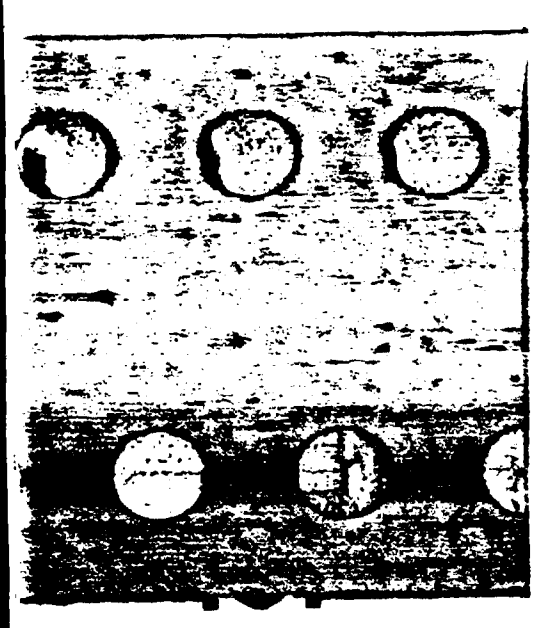
Resolution unanimously adopted by Board of Trustees for St. Henry Property Development, Inc. at its regular monthly meeting on Wednesday, March 6, 1985.

Karol F. Grace

Karol F. Grace
Board Member and Secretary

36/84 0101 03CHECK 429.25





**OFFICIAL RECEIPT**

**FELIX Z. WILSON, II**

**REGISTER OF DAVIDSON COUNTY**
**NASHVILLE, TENNESSEE**

RECEIVED OF _____

FOR _____

BOOK 10073 PG 766

| | | |
|---|---|---|
| CO - CONVEYANCE | CC - CERTIFIED COPY | MISC - MISCELLANEOUS |
| MO - MORTGAGE | REL - RELEASE | CO TX - STATE TAX CONVEY |
| WD - WARRANTY DEED | UCC - UNIFORM COMMERCIAL CODE | MO TX - STATE TAX MORT |
| TD - TRUST DEED | | PRFEE - PROBATE FEE |

| DATE | SYMBOL | VALUATION | TAX AND FEES | TOTAL PAID |
|---|---|---|---|---|

| | |
|---|---|
| CAMT | 112500.00 |
| DON TX | 416.25 |
| PRFEE | 1.00 |
| WDEED | 12.00 |
| TOTAL | 429.25 |
| CHECK | 429.25 |

06/04/96 01 14:45 0001 9194

**RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK**

0188815
IDENTIF. ↑ REFERENCE

96 JUN -4 PM 2:42
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

**No.** 1047060