BOOK 10088 PG 763

THIS INSTRUMENT PREPARED BY:
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315 Deaderick Street, Suite 105
Nashville, Tennessee 37238-0105

Box 35

EXEMPT FROM TRANSFER TAX

SUBLEASE AND CONVEYANCE OF CONDOMINIUM APARTMENT

ADDRESS NEW OWNER:	NAME OF MORTGAGEE:	MAP/PARCEL:
Peggy Bow 221 Cana Circle Nashville, TN 37205	OWNER	Map 129-11-A Parcel 221

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, Ruth W. Thackston and husband, George Thackston (the "Grantors"), have bargained, sold and leased, and by these presents do transfer, convey and lease unto Peggy Ann Bow, unmarried and Ethel Irene West, unmarried as joint tenants with the right of survivorship (the "Grantees"), their heirs and assigns, a certain condominium apartment in Davidson County, Tennessee, described as follows, to wit:

> Being Unit No. 221 created under Title 66, Chapter 27, Sections 101, et seq., as amended, Tennessee Code Annotated, and as established by a 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 1-A of Lot No. 2, The Cloister at Saint Henry, of record in Book 5200, page 529, said Register's Office, for a mort complete identification and description of such Unit.
>
> Being the same property conveyed to George W. Thackston and wife, Ruth W. Thackston by Sublease and Conveyance of Condominium Apartment from St. Henry's Property Development, Inc. of record in Book 6199, page 263; George W. Thackston having divested interest in said property to Ruth W. Thackston by Warranty Deed of record in Book 8460, page 393, Register's Office for Davidson County, Tennessee.

THIS SUBLEASE AND CONVEYANCE is subject to the following:

1. Provisions of Tennessee Code Annotated, Section 66-27-101, et seq.

2. Conditions, restrictions, options, encumbrances, liens, assessments, easements and undertakings contained in the Master Deed and By-Laws 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, and Correction of Amendment in Book 6237, page 660, Register's Office for Davidson County, Tennessee, and By-Laws of record in Book 6042, page 653, as amended in in Book 6519, 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. Easement and other matters of record in Plat Book 5200, page 445, and Plat Book 5200, page 529, and Book 5200, page 676, Register's Office for Davidson County, Tennessee.

5. 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 5691, page 657, Register's Office for Davidson County, Tennessee.

6. Real estate taxes for 1996.

THIS IS IMPROVED PROPERTY known as No. 221 Cana Circle, 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 5691, 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 14th day of June, 1996.

Peggy Ann Bow
Peggy Ann Bow

Ethel Irene West
Ethel Irene West

Ruth W. Thackston
Ruth W. Thackston

George W. Thackston
George W. Thackston

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Ruth W. Thackston, George Thackston, Peggy Ann Bow and Ethel Irene West the within named bargainor, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 14th day of June, 1996.

Notary Public

My Commission Expires: 11-10-97

4250 06/17 0101 03CHECK 12.00

0193408
IDENTIFICATION REFERENCE

96 JUN 17 PM 1:47
FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN.