This instrument prepared by:
Richard Dance
DANCE, DANCE & LANE
3200 West End Avenue, Suite 101
Nashville, Tennessee 37203

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $135,000.00.

Dorothy H. Lane
AFFIANT

Subscribed and sworn to before me this 13th day of June, 1997.

NOTARY PUBLIC

My commission expires: 11/25/2000

SUBLEASE AND CONVEYANCE OF CONDOMINIUM APARTMENT

Address New Owner	**Send Tax Bills To:**	**Map and Parcel**
Dorothy H. Lane 273 Cana Circle Nashville, Tennessee 37205	**NEW OWNER**	Map 129-11-A Parcel 273

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, **JAMES W. TAYLOR AND WIFE ETHEL COLLEEN TAYLOR** (the "Grantors") have bargained, sold, and leased, and by these presents does transfer, convey and lease unto DOROTHY H. LANE (the "Grantee"), her heirs and assigns, a certain condominium apartment in Davidson County, Tennessee, described as follows, to-wit:

8.00

Unit No. 97L 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, 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 part of the property leased to St. Henry's Property Development, Inc. by Ground Lease of record in Book 6922, Page 282, Register's Office for Davidson County, Tennessee.

Being the same property conveyed and leased to James W. Taylor and wife, Ethel Colleen Taylor by St. Henry's Property Development, Inc. by instrument of record in Book 7197, Page 867, Register's Office Davidson County, Tennessee.

Included in this conveyance is the refrigerator in the kitchen and all draperies and venetian blinds, except draperies in master bedroom, ceiling fan in great room and dining room light.

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, 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 Davidson County, Tennessee.

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 1997, which have been prorated based on 1996 tax; parties agree to adjust when 1997 tax is known.

7. Grantors shall deliver possession on or before July 25, 1997.

THIS is improved property known as No. 273, 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, here heirs and assigns for the term of the Ground Lease of record in book 6922, Page 282, Register's Office for Davidson County, Tennessee, and any extension thereof but not further.

Grantors covenant that Grantors are lawfully seized of said property, have a good right to convey said property and that said property is unencumbered except as show above.

Grantors further covenant and bind Grantors, Grantors' heirs and assigns to warrant and defend the title to said property to said Grantee, her heirs and assigns against the lawful claims of all persons whomsoever.

Grantee understands that Grantors are not conveying the real estate in fee simple and this conveyance is both a sublease by Grantors to Grantee of the above described condominium apartment for the full term of said Ground Lease and any extension thereof, and a conveyance by Grantor of all right, title and interest of the Grantors in the described condominium apartment. By acceptance of this conveyance, Grantee agrees to assume jointly with The Cloister Owners' Association all obligations of the Grantors under said Ground Lease, including payment of all real estate taxes assessed against both land and buildings.

0320530
IDENTIF. ↑ REFERENCE

97 JUN 27 PM 2:02
RECEIVED IX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

WITNESS my hand, this the 13th day of June, 1997.

James W. Taylor
JAMES W. TAYLOR

Ethel Colleen Taylor
ETHEL COLLEEN TAYLOR

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 JAMES W. TAYLOR and wife, ETHEL COLLEEN TAYLOR, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the within instrument for the purposes herein contained.

Witness my hand and official seal at Nashville, Tennessee, this the 13 day of June, 1997.

RICHARD D. ... NOTARY PUBLIC DAVIDSON COUNTY

Richard ... Taylor
NOTARY PUBLIC

My Commission Expires: 11/25/2000