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IDENTIF. & REFERENCE

THIS INSTRUMENT PREPARED BY:
Joseph B. Pitt, Jr., Attorney
414 Union Street, Suite 1800
Nashville, Tn 37219
00287005, Box 35

98 MAY 28 PM 2:25

RENA Z... JR. REGISTER
DAVIDSON COUNTY, TN.

BOOK 10949 PAGE 531

SUBLEASE AND CONVEYANCE OF CONDOMINIUM APARTMENT

ADDRESS NEW OWNER:	NAME OF MORTGAGEE:	MAP/PARCEL:
Matthew W. Kennedy 701 Mt. Carmel Place Nashville, Tn 37205	Americas Wholesale Lending MSN-SV22, P.O.Box 10212 Van Nuys, CA 91410-0212	Map 129-11-0-A Parcel 701

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, Eleanor Conner Dyer and Carolyn Conner Hilliard, both unmarried, (the "Grantors"), have bargained, sold, and leased, and by these presents do transfer, convey and lease unto Matthew W. Kennedy and wife, Anna G. Kennedy, (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. 701, 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 IC, of record in Book 6675, page 173, 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 IC, attached as Exhibit "B" to said Master Deed for proper identification.
>
> Being the same property conveyed to Eleanor Conner Dyer and Carolyn Conner Hilliard, by Sublease and Conveyance of Condominium Apartment from St. Henry's Property Development, Inc., of record in Book 7414, page 464, Register's Office for Davidson County, 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 IC, of record in

Book 6675, page 173, 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 Boundary Plat of record in Book 5200, page 455, for Phase IC, Cloister at St. Henry's as Exhibit "B" to Master Deed of record in Book 6675, Page 226, in 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 1998.

8. Rights of others in and to the common areas/elements.

THIS IS IMPROVED PROPERTY known as 701 Mt. Carmel Place, 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 21 day of May, 1998.

Matthew W. Kennedy
Matthew W. Kennedy

Eleanor Conner Dyer
Eleanor Conner Dyer

Anne G. Kennedy
Anne G. Kennedy

Carolyn Conner Hilliard
Carolyn Conner Hilliard
by Eleanor Conner Dyer, her
Attorney in Fact

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Matthew W. Kennedy and wife, Anne G. Kennedy, 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 21 day of May, 1998.

LINDA V. JONES NOTARY PUBLIC AT LARGE WILSON COUNTY, TENN.

Notary Public

My Commission Expires SEPT. 8, 2001

My Commission Expires:

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned authority, a Notary Public of the State and County aforesaid, personally appeared Eleanor Conner Dyer, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and seal in Brentwood, Tennessee, this 21 day of May, 1998.

LINDA V. JONES NOTARY PUBLIC AT LARGE WILSON COUNTY, TENN.

Notary Public

My commission expires:

My Commission Expires SEPT. 8, 2001

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Eleanor Conner Dyer 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 Carolyn Conner Hilliard and acknowledged that she executed the same as the free act and deed of the said Carolyn Conner Hilliard.

WITNESS my hand at Nashville, Tennessee, this 21 day of May, 1998.

LINDA V. JONES NOTARY PUBLIC AT LARGE WILSON COUNTY, TENN.

Notary Public

My commission expires:

My Commission Expires SEPT. 8, 2001