THIS CONVEYANCE IS EXEMPT FROM TRANSFER TAX.

THIS INSTRUMENT PREPARED BY:
Joseph B. Pitt, Jr., Attorney
414 Union Street, Suite 1800
Nashville, Tn 37219
00289955

RECORD AND RETURN TO:
EAST END TITLE & ESCROW, INC.
405 TWO MILE PIKE
GOODLETTSVILLE, TN 37072

BOOK 11267 PAGE 510

SUBLEASE AND CONVEYANCE OF CONDOMINIUM APARTMENT

ADDRESS NEW OWNER:	NAME OF MORTGAGEE:	MAP/PARCEL:
Donald L. Walden 277 Cana Circle Nashville, Tn 37205	COUNTRYWIDE HOME LOANS, INC. 155 N. LAKE AVENUE PASADENA, CA 91109-7137	Map 129-11-A Parcel 277

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, John K. Peebles, a widow, (the "Grantor"), have bargained, sold, and leased, and by these present does transfer, convey and lease unto Donald L. Walden and wife, Mary Ann Walden, (the "Grantees"), their heirs and assigns, a certain condominium apartment in Davidson County, Tennessee, described as follows, to-wit:

Land in Davidson County, Tennessee, being Unit No. 98L, 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 at St. Henry, Phase ID, of record in Book 6933, page 927, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description.

Being the same property conveyed to Martha Greene Peebles, by deed from St. Henry's Property Development, Inc., of record in Book 7296, page 458, Register's Office for Davidson County, Tennessee. The said Martha Greene Peebles having since died, testate devising the subject property to here husband, John K. Peebles, by Last Will and Testament of record in Will Book 222, page 583, Seventh Circuit Court Probate Division, Davidson County, Tennessee. This is not the principal residence of the Grantor.

THIS SUBLEASE AND CONVEYANCE is subject to the following:

MAIL ENV.

98 DEC 28 PM 2:26

REGISTER
DAVIDSON COUNTY, TN.

05292 44

IDENTIF. & REFERENCE

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 1D, of record in Book 6933, page 927, as amended in Book 7404, page 766,Register's

Office for Davidson County, Tennessee, and the Bylaws for The The Cloister at St. Henry, of record in Book 6042, page 650, said Register's Office.

3. Sanitary Sewer and/or Storm Easement, of record in Book 4194, 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 1D, 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. 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, Register's Office, Davidson County, Tennessee.

7. Nondisturbance Agreement of record in Book 7306, page 289, said Register's Office/

8. Real estate taxes for 1999.

THIS IS IMPROVED PROPERTY known as 277 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 6922, page 282, 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 17 day of December, 1998.

John K. Peebles

Donald L. Walden

Mary Ann Walden

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, John K. Peebles, the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposed therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 18 day of December, 1998.

Notary Public

My Commission Expires: 9/23/00

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned authority, a Notary Public of the State and County aforesaid, personally appeared Donald L. Walden and wife, Mary Ann Walden, with whom I am personally acquainted and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at office, this 18 day of December, 1998.

Notary Public

My commission expires:

9/23/00

691 12/28 0101 03CHECK 14.00