THIS INSTRUMENT PREPARED BY:
Joseph B. Pitt, Jr., Attorney
414 Union Street, Suite 1800
Nashville, Tn 37219
00291544 BOX 35

This conveyance is exempt from transfer tax.

BOOK 11460 PG. 713

SUBLEASE AND CONVEYANCE OF CONDOMINIUM APARTMENT

ADDRESS NEW OWNER:	NAME OF MORTGAGEE:	MAP/PARCEL:
Sara Florence Holt 814 Marquette Drive Nashville, TN 37205	None	Map 129-11-A Parcel 814

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, Edith E. Swindle, unmarried (the "Grantors"), have bargained, sold and leased, and by these presents do transfer, convey and lease unto Sara Florence Holt, unmarried, a certain condominium apartment in Davindson County, Tennessee, described as follows, To Wit:

> A certain condominium apartment in Davidson County, Tennessee, being Unit No. 105L created under Title 66, Chapter 27, Section 101, et seq., as amended, Tennessee Code Annotated, and as established by a Master Deed for The Clositer at at St. Henry, Phase ID, of record in Book 6933, page 927, as ameded by instrument of record in Book 7404, page 766, Register's office for Davidson County, Tennessee, together with the undivided percentage interest in said Master Deeds. 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 the same property conveyed to Edith E. Swindle unmarried, by sublease and Conveyance of Condominium Apartment from Rosa Jean Beck, of record in Book 8803, page 884, 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 ID of Record in Book 7404, page 766, and the By-Laws of record in Book 6402, 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. Easements and other matters of record in Plat Book 6250, page 979 siad Register Office.

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 July 15, 1986, of record in Book 6922, page 282, Register's Office for Davidson County, Tennessee.

6. Storm Water Detention Agreement of record in Book 6862, page 384, said Register's Office.

7. Non-Disturbance Agreement effective July 15, 1986, by and between James D. Niedergeses, Bishop of the Dioceses of Nashville and St. Henry's Property Developement, Inc., of Record in Book 7306, page 289, said Register's Office.

8. Those items shown on the Plan of Fifth Revision The Cloister at St. Henry, Phase ID, of Record in Book 6250 page 979, said Register's Office

9. Real estate taxes for 1999.

THIS IS IMPROVED PROPERTY known as 511 Loyola Drive, 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 3rd day of May, 1999.

BOOK 11460 PG. 705

Edith E. Swindle by Linda V. Jones POA
Edith E. Swindle

ACCEPTED AND ACKNOWLEDGED:

Sara Florence Holt
Sara Florence Holt

STATE OF TENNESSEE **COUNTY OF WILLIAMSON**

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Charles E. Holland, 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 Edith E. Swindle, and who acknowledged that he executed the same as the free act and deed of said Edith E. Swindle.

Witness my hand, at Brentwood **, Tennessee, this** 3rd **day of** May **, 1999.**

Linda V. Jones
Notary Public

My commission expires: _____

Power of Attorney of Record in Book 5903, Page 891, R.O.C., Tn.

STATE OF Tennessee COUNTY Williamson

Personally appeared before me, Linda V. Jones, a Notary Public in and for said State and County, Sara Florence Holt, the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Brentwood, Tennessee, this the 3rd day of May, 1999.

Linda V. Jones
Notary Public

My commission expires: L. V. JONES NOTARY PUBLIC AT LARGE WILLIAMSON COUNTY, TENN.

My Commission Expires SEPT. 8, 2001

99 MAY -4 AM 10:49

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