Box 35

This conveyance is exempt from transfer tax.

THIS INSTRUMENT PREPARED BY:
Joseph B. Pitt, Jr., Attorney
414 Union Street, Suite 1800
Nashville, Tn 37219
00292317

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SUBLEASE AND CONVEYANCE OF CONDOMINIUM APARTMENT

ADDRESS NEW OWNER:	NAME OF MORTGAGEE:	MAP/PARCEL:
Quina B. Fletcher 436 Siena Drive Nashville, Tn 37205	None	Map 129-11-0-A Parcel 436

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, Anita Kirby Cohran and Jean Kirby Condrey, devisees under the Will of Flora H. Kirby, deceased (the "Grantors"), have bargained, sold and leased, and by these presents do transfer, convey and lease unto Quina B. Fletcher, 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. 436 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 IB, of record in Book 6237, page 665, 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 IB, attached as Exhibit "B" to said Master Deed for proper identification.

Being the same property subleased to Flora H. Kirby, a widow, by sublease and Conveyance of Condominium Apartment from St. Henry's Property Development, Inc., of record in Book 6468, Page 408, said Register's Office.

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 IB of Record in Book 6237, page 665, 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. 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 6208, page 137, Register's Office for Davidson County, Tennessee.

5. 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.

6. Those items shown on the Plan of The Cloister at St. Henry, Phase IB, of record in Book 6237, page 665, said

Register's Office.

7. Real estate taxes for 1999.

THIS IS IMPROVED PROPERTY known as 436 Siena 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 6208, page 137, 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 15th day of July, 1999.

Anita Kirby Cochran

Anita Kirby Cochran

Jean Kirby Condrey

Jean Kirby Condrey by Anita Kirby Cochran, her Attorney in Fact

ACCEPTED AND ACKNOWLEDGED:

Quina B. Fletcher

Quina B. Fletcher

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State Anita Kirby Cochran the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Brentwood, Tennessee this 15th day of July, 1999.

NOTARY PUBLIC AT LARGE

Notary Public

My commission expires: _____

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Anita Kirby Cochran, 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 Jean Kirby Condrey and who acknowledged that she executed the same as the free act and deed of said Jean Kirby Condrey.

Witness my hand, at Brentwood, Tennessee, this 15th day of July, 1999.

NOTARY PUBLIC AT LARGE

Notary Public

My commission expires: _____

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

2080 Personally appeared before me, the undersigned, a Notary Public in and for said County and State Quina B. Fletcher the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that She executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Brentwood, Tennessee this 15th day of July, 1999.

NOTARY PUBLIC AT LARGE

Notary Public

My commission expires: _____

My Commission Expires SEPT

RECORDED
22.00

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