Instr:200008070078361 Page: 1 OF 4
REC'D FOR REC 08/07/2000 3:32:15PM
RECORD FEE: $19.00
M. TAX: $0.00 T. TAX: $479.15

SUBLEASE AND CONVEYANCE OF CONDOMINIUM APARTMENT

ADDRESS NEW OWNER:
RUTH P. TUGGLE
266 Cana Circle
Nashville, TN 37205

NAME OF MORTGAGEE:
FIRST UNION MORTGAGE CORP.
1100 CORPORATE CENTER DR.
NC4111
RALEIGH, NC 27609-5066

MAP & PARCEL
129-11-A-266
9DZ 73104

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, ELIZABETH WEPY CONCANNON, UNMARRIED, (the "Grantor"), has bargained, sold and leased, and by these presents do transfer, convey and lease unto RUTH P. TUGGLE, UNMARRIED, (the "Grantee"), her heirs and assigns, a certain condominium Apartment in Davidson County, Tennessee, described as follows, to wit:

Unit No. 266 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 of record in Plat Book 5200, Page 676 for a more particular description.

Being the same property conveyed to Elizabeth Wepy Concannon by deed from The Heirs of Margaret A. Melody, being, MARY CATHERINE MELODY BEASLEY, PATRICIA MELODY ZDANCEWICZ, and JOHN A. MELODY, JR., Of record in Book 10101, Page 307, 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 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 By-Laws for 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 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. 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.

7. Nondisturbance Agreement dated July 15, 1986, between James D. Niedergeses, Bishop of the Diocese of Nashville, Lessor, and St. Henry's Property Development, Inc., Lessee, of record in Book 7306, page 289, Register's Office for Davidson County, Tennessee.

8. Real estate taxes for 2000.

THIS IS IMPROVED PROPERTY known as 266 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, her 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 Owner's 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 28TH day of July, 2000.

Ruth P. Tuggle
RUTH P. TUGGLE

Elizabeth Wepy Concannon
ELIZABETH WEPY CONCANNON

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ 129,500.00 .

Ruth P. Tuggle

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 28th DAY OF JULY, 2000.

Judy Harrison

NOTARY PUBLIC

My Commission Expires:

JUDY HARRISON NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires
October 25, 2003

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 ELIZABETH WEPY CONCANNON, Unmarried,*the 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 purposes therein contained. *and Ruth P. Tuggle, unmarried

WITNESS my hand and official seal at Nashville, Tennessee, this the 28th day of July, 2000.

Judy Harrison

NOTARY PUBLIC

My Commission Expires:

JUDY HARRISON NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires
October 25, 2003