Prepared by and
Record and Return to:
Saturn & Mazer Title Service, Inc.
212 Third Avenue North
Nashville, TN 37212
File Box 7
SP39209

Davidson County DEEDWARR
Recvd: 09/11/00 11:50 2pgs
Fees:11.00 Taxes:499.50
20000911-0089625

SUBLEASE AND CONVEYANCE OF CONDOMINIUM APARTMENT

ADDRESS NEW OWNER:	NAME OF MORTGAGEE:	MAP & PARCEL
REBECCA SUE SMITH 506 Loyola Drive Nashville, Tennessee 37205	GMAC MORTGAGE CORPORATION 100 Witmer Road Horsham, PA 19044-0963	129-11-A-506 9DZ 12646

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, MARION G. KELLY, TRUSTEE under the KELLY FAMILY LIVING TRUST, (the "Grantor"), has bargained, sold, and leased, and by these presents does transfer, convey and lease unto

REBECCA SUE SMITH, UNMARRIED,

(the "Grantee"), her heirs and assigns, a certain Condominium Apartment in Davidson County, Tennessee, described as follows, to wit:

Being Unit No. 506 created under Title 66, Chapter 27, Sections 101, et seq., as amended, Tennessee Code Annotated, and as established by a Master Deed of record in Book 6042, page 602, as amended by Amendments to Master Deed of record in Book 6071, page 149; and Book 6519, page 187; and as corrected by Correction of Master Deed of record in Book 6237, page 660, Register's Office for Davidson County, Tennessee, together with the undivided percentage interest in the common elements appurtenant to said Unit described in said Master Deed. Reference is hereby made to the Plat for Phase I-A of Lot No. 2, The Cloister at Saint Henry, of record in Book 5200, page 529, said Register's Office, for a more complete identification and description of such unit.

BEING the same property conveyed to Robert E. Kelly and Marion G. Kelly, Trustees Under the Kelly Family Living Trust by Quitclaim Deed from Robert E. Kelly and wife, Marion G. Kelly of record in Book 10726, page 798, Register's Office for Davidson County, Tennessee and being the same property conveyed By Warranty Deed from Jane O'D. Woods Ackermann and husband, Norbert J. Ackermann, of record in Book 7015, page 814, Register's Office for Davidson County, Tennessee, as corrected by Instrument of Correction, of record in Book 7281, page 956, said Register's Office, wherein said Warranty Deed was changed to a Sublease and Conveyance of Condominium Apartment.

This conveyance and lease is subject to the following:

1. Provisions of Tennessee Code Annotated, Section 64-2701, et seq.
2. Conditions, restrictions, options, encumbrances, liens, assessments and undertakings contained in the Master Deed and Bylaws for the Cloister at St. Henry, recorded in Book 6042, page 602; as amended by Amendments to Master Deed of record in Book 6071, page 149; and Book 6519, page 187; and as corrected by Correction of Master Deed of record in Book 6237, page 660, 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 5200, page 455, and Plat Book 5200, page 529, Register's Office for Davidson County, Tennessee.
5. Ground Lease by and between James D. Niedergeses, Bishop of the Diocese of

Nashville and St. Henry's Property Development, Inc., dated August 31, 1982, of record in Book 5961, page 657, Register's Office for Davidson County, Tennessee.

6. Real estate taxes for 2000.

This is improved property known as 506 Loyola Drive, Nashville, TN 37205

TO HAVE AND TO HOLD the said condominium apartment, with the and interest thereto belonging to the said Grantee, her heirs and assigns for the term of the Grantor's Ground Lease of record in Book 5961, page 657, Register's Office for Davidson County, Tennessee.

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 Grantor's 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 Grantor's Ground Lease, including payment of all real estate taxes assessed against both land and buildings.

WITNESS my hand, this the 31 day of AUGUST, 2000.

MARION G. KELLY, TRUSTEE under the
KELLY FAMILY LIVING TRUST

Marion G. Kelly, Trustee
MARION G. KELLY, TRUSTEE

BY: John A. White AIF
JOHN A. WHITE, Attorney-in-Fact

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

On this the 31st day of August, 2000, before me personally appeared JOHN A. WHITE, to me known to be the person who executed the foregoing instrument in behalf of MARION G. KELLY, TRUSTEE under the KELLY FAMILY LIVING TRUST, as her Attorney-in-Fact, and acknowledged that he executed the same as the free act and deed of the said MARION G. KELLY, TRUSTEE under the KELLY FAMILY LIVING TRUST, as though she had personally acted.

WITNESS my hand and official seal at Nashville, Tennessee, this the 31st day of August, 2000.

NOTARY PUBLIC AT LARGE

My Commission Expires: 5/26/02

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 135,000.00

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 11 DAY OF Sept 20 00.

Deputy Register