PREPARED BY (AND RETURN TO):

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W & I Ref: (st) Title No: 42775
Dav. Co. File: Box 8

ADDRESS NEW OWNER:	RESPONSIBLE FOR TAX PAYMENT:
Jane C. Harrub 310 Cana Circle Nashville, TN 37205	SAME

TAX MAP-PARCEL NUMBERS: 129-11-A-310

Davidson County DEEDWARR
Recvd: 08/17/01 15:35 3pgs
Fees:17.00 Taxes:0.00
20010817-0089330

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of **$ 135,000.00,** cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Maxine Clark, Trustee of The Maxine Clark Revocable Trust Dated 6/24/1999** hereinafter called the **Grantor**, has bargained and sold, and by these presents does hereby transfer and convey unto **Jane C. Harrub,** hereinafter called the **Grantee**, Grantee's heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows: **To Wit:**

A Condominium Apartment in Davidson County, Tennessee, being Unit No. 310 of The Cloister at St. Henry, Phase 1C of Lot 2, a horizontal property regime pursuant to the Tennessee Horizontal Property Act, as shown on Exhibit "B" to the Master Deed of record in Book 6675, Page 173 Register's Office for said County, to which source reference is hereby made for more complete details of description, together with the said Apartment's appurtenant undivided interest in the general and limited common elements of the Condominium.

Being the same property conveyed to Maxine Clark, Trustee of The Maxine Clark Revocable Trust Dated 6/24/1999 by deed from Anderson A. Clark, Trustee of record in Book 11633, Page 87, Register's Office for Davidson County, Tennessee.

Description Reference: Described from information contained in recorded condominium documents.

The above described conveyance is subject to; Taxes for the year 2001 and subsequent years; Provisions of the Master Deed and By-Laws contained of record Book 6675, Page 173, said Register's Office; The Plan as set out in Exhibit "B" to The a Master Deed and By-Laws of record in Book 6675, Page 173, said Register's Office, to which Exhibit Reference is hereby made for a complete description; An easement for Sanitary sewer and/or storm easement of record in Book 4191, Page 157, said Register's Office; Terms and Conditions of a Ground Lease of record in Book 6596, Page 608, said Register's Office; Storm water detention agreement of record in Book 6824, Page 870, said Register's Office.

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 Grantors 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 Grantors Ground Lease, including payment of all real estate taxes assessed against both land and buildings. The attached copy of a resolution of the Board of Directors of St. Henry Property Development Inc., is incorporated herein as Exhibit "A" to this instrument.

This is improved property, known as: 310 Cana Circle, Nashville, TN 37205

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, Grantee's heirs or assigns, forever.

GRANTOR COVENANTS with the said Grantee that Grantor is lawfully seised and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out.

GRANTOR FURTHER COVENANTS and binds Grantor, Grantor's heirs and representatives, to warrant and forever defend the title to the said land to the said Grantee, Grantee's heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS THE EXECUTION HEREOF this 31st day of July, 2001.

Maxine J. Clark

Maxine Clark, Trustee
The Maxine Clark Revocable Trust
Dated 6/24/1999

State of Tennessee
County of Davidson

On this 31st day of July, 2001, before me the undersigned authority, personally appeared **Maxine Clark, Trustee**, to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged the execution as a free act and deed.

PERCY WILKINS, JR. NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires: _____ Notary Public

State of Tennessee
County of Davidson My Commission Expires MAY 30, 2004

AFFIDAVIT

The undersigned declares under oath that the property transferred is a leasehold estate and not subject to the transfer tax.

Maxine J. Clark
Affiant

Sworn and subscribed before me on the 31st day of July, 2001.

PERCY WILKINS, JR. NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires: _____ Notary Public

My Commission Expires MAY 30, 2004

EXHIBIT "A"

RESOLUTION

WHEREAS, the Master Deeds for The Cloister at St. Henry provide at Section 18(d) circumstances under which a unit owner may sell his unit to the developer, St. Henry's Property Development, Inc. ("S.H.P.D.") for 80% of appraised fair market value; and,

WHEREAS, a question has arisen regarding whether or not S.H.P.D. may on the death of a unit owner compel the succeeding owners to sell to S.H.P.D. at 80% of appraised fair market value; and,

WHEREAS, S.H.P.D. has never intended to compel any owner to sell to it at 80% of appraised fair market value; and,

WHEREAS, S.H.P.D. understands that Section 18(d) does not grant it any right to compel such a sale at the death of an owner or otherwise:

NOW, THEREFORE, be it:

RESOLVED, that for the purpose of clarifying interpretation of the Master Deeds' Section 18(d) and with express understanding that prospective unit purchasers of The Cloister at St. Henry will rely on the statements in this resolution, S.H.P.D. declares that it will not under any circumstances compel any unit owner to sell a unit to S.H.P.D. at 80% of appraised fair market value, but will purchase units at 80% of appraised fair market value upon request of a unit owner provided such unit owner has fully complied with all prerequisites to the obligations of S.H.P.D. as provided in Section 18(d).

Resolution unanimously adopted by Board of Trustees for St. Henry Property Development, Inc. at its regular monthly meeting on Wednesday, March 6, 1985.

Karol F. Grace

Karol F. Grace
Board Member and Secretary