This Instrument Prepared By:
K. Gabriel Heiser, Esq.
LAW OFFICES OF K. GABRIEL HEISER
155 FRANKLIN RD., SUITE 137
BRENTWOOD, TN 37027
(615) 221-9769

Davidson County DEEDWARR
Recvd: 08/23/01 13:27 3pgs
Fees:17.00 Taxes:0.00
20010823-0091233

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that BETTE D. ROCKLIN, Grantor, for and in consideration of Ten Dollars ($10.00), cash in hand paid, together with other good, valuable, and satisfactory consideration, the receipt of all of which is hereby acknowledged, does hereby grant, bargain, convey, and transfer all of her right, title and interest in the property described below to BARBARA R. EGEL, Trustee, or her successor trustees, under the BETTE D. ROCKLIN LIVING TRUST, dated August 13, 2001, and any amendments thereto; subject, however, to a life estate hereby expressly reserved to the Grantor. Said real estate is located in Davidson County, Tennessee, and is more particularly described as follows, to-wit:

> A certain condominium apartment in Davidson County, Tennessee, being Unit No. 109R, 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 1D, of record in Book 6933, page 927, 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 1D, attached as Exhibit "B" to said Master Deed for proper identification.
>
> Being the same property conveyed to BETTE D. ROCKLIN by deed from Frank Englert, Jr. And Wife, Margaret Englert, dated October 29, 1993, of record in Book 9134, Page 666, 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 1D, of record in Book 6933, page 927, as amended in Book 7404, page 766, Register's Office for Davidson County, Tennessee, and the Bylaws for The Cloister at St. Henry, of record in Book 6042, page 650, in 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.

THIS IS IMPROVED PROPERTY known as No. 803 Marquette Dr. 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; subject, however, to the life estate therein expressly reserved to the said Grantor. Grantor does hereby covenant to and with the Grantee and Grantee's successors and assigns that Grantor and has a good and lawful right to convey the above-granted premises, and the same is unencumbered, except as otherwise herein set forth, and subject to restrictive covenants of record and all liens and records of encumbrance. Grantor further covenants and binds her heirs and representatives, to warrant and forever defend the title to said premises and every part and parcel thereof to the said Grantees against the lawful claims and demands of all persons whomsoever, except those claiming under the above-described encumbrances.

The liability and obligations of the Grantor to Grantee and Grantee's successors and assigns under the warranties and covenants contained herein or provided by law shall be limited to the extent of coverage that would be available to Grantor under a standard policy of title insurance. The limitations contained herein expressly do not relieve Grantor of any liability or obligations under this instrument but merely define the scope, nature, and amount of such liability or obligations.

GRANTEE UNDERSTANDS that Grantors are not conveying the real estate in fee simple and this conveyance is both a sublease by Grantors to Grantee of the above described condominium apartment for the full term of the Ground Lease and any extension thereof, and a conveyance by Grantors of all right, title and interest of the Grantors in the described condominium apartment. By acceptance of this conveyance, Grantee agrees to assume jointly with The Cloister Owners' Association all obligations of the Grantors under the Ground Lease, including payment of all real estate taxes assessed against both land and buildings.

No abstract or survey furnished for preparation of this instrument. This description is the same used in the previous deed of record.

ANY TRUSTEES [OR ANY SUCCESSOR TRUSTEE(S)] TO HAVE the full power to sell, mortgage, rent, lease and convey or otherwise encumber, without the joinder or consent of any beneficiary, and without the purchaser, lender, mortgagee, tenant or transferee being required to see to the distribution and application of any proceeds of sale, loan or rent.

IN TESTIMONY WHEREOF, this instrument was executed on Aug. 13, 2001.

Bette Rocklin

BETTE D. ROCKLIN

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, a Notary Public in and for said state and county, duly commissioned and qualified, personally appeared BETTE D. ROCKLIN, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and acknowledged that she executed the same as her free act and deed.

WITNESS my hand and Notarial Seal on August 13, 2004.

NOTARY PUBLIC
My Commission Expires: _____

NOTARY PUBLIC AT LARGE WILLIAMSON COUNTY, TENN.
My Commission Expires October 05, 2004

Property address:
803 Marquette Drive
Nashville, Tennessee 37205

Mail Tax Bills To:
Barbara Egel
8008 Poplar Wood Road
Nashville, Tennessee 37221

PARCEL I.D.
Map 129-11-A
Parcel 803 Co

NOTE TO REGISTER OF DEEDS: This transfer is to a revocable living trust, and pursuant to T.C.A. § 67-4-409(a)(3)(F) such transfer is exempt from the recordation tax; further, pursuant to T.C.A. § 67-4-409(a)(5), no oath of value is required in such transaction.