PREPARED BY (AND RETURN TO):

WILKINS & IVEY
Attorneys At Law

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W & I Ref: ST Title No: 44224

Dav. Co. File: Box 8

Davidson County DEEDWARR
Recvd: 01/31/03 08:12 4pgs
Fees:22.00 Taxes:0.00
20030131-0013171

ADDRESS NEW OWNER:	RESPONSIBLE FOR TAX PAYMENT:
Robert L. Sinclair Louise H. Sinclair P.O.Box 50146 Nashville, TN 37205-0146	SAME

TAX MAP-PARCEL NUMBERS: 129-11-A-439

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of **$129,000.00** , cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Anne C. Connor (also known as Anne Catherine Connor)**, hereinafter called the **Grantor**, has bargained and sold, and by these presents does hereby transfer and convey unto **Robert L. Sinclair and Louise H. Sinclair** hereinafter called the **Grantee**, Grantee's heirs and assigns, a leasehold interest in and to 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. 439 on Phase 1-B, The Cloister at St. Henry, a horizontal property regime pursuant to the Tennessee Horizontal Property Act, as shown on the Plan of record in Book 5200, page 529 and revised in Book 5200, page 676, and as further setout as Exhibit "B" to the Master Deed of record in Book 6237, page 665, 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 Olive G. Connor and Anne C. Connor as joint tenants with right of survivorship, by sublease deed from St. Henry's Property Development, Inc. of record in Book 6570, Page 695, Register's Office for said County. Olive G. Connor has since died.

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

This conveyance is subject to : Taxes for the year 2003, and subsequent years; The Plan with Owner's Certificate, of record in Plat Book 5200, Page 529, and revised in Book 5200, page 676, and as further set out as Exhibit "B" to the Master Deed of record in Book 6237, page 665, said Register's Office, which Plan shows minimum building set back lines and easements and to which Plan reference is hereby made for a more complete description; The provisions of the Condominium Master Deed of record in Book 6237, page 655, as amended in Book 6519, page 187, Book 6834, page 449, Book 6042, page 602, Book 7590, page 273, Book 6537, page 700, said Register's Office, which submits said property to a Horizontal Property Regime pursuant to the provisions of the Tennessee Horizontal Property Act and sets forth restrictions, assessments, liens and other matters; And easement for sanitary sewers and/or storm drainage of record in Book 4191, page 157, said Register's Office; Subject to terms and conditions of Ground Lease by and between James D. Niedergeses, Bishop of the Diocese of Nashville and St. Henry's Property Development, Inc., dated September 14, 1983, of record in Book 6208, page 137, said Register's Office.

GRANTEE understands that Grantor is not conveying the real estate in Fee simple and this conveyance is of a leasehold 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" this instrument.

This instrument is executed on behalf of Anne C. Connor by Kathleen Williams Smith and Bill Hobbs as Attorneys in Fact pursuant to a Power of Attorney of record in Doc. No. 20020530-0065438 Register's Office for Davidson County, Tennessee. The affidavit of said Attorney in Fact is attached as "Exhibit B' to this instrument and incorporated herein by reference.

This is improved property, known as: 439 Siena Drive, Nashville, Tennessee 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 30th day of January, 2003 .

Anne C. Connor
Anne C. Connor By:Kathleen Williams Smith, Atty-in-Fact

Anne C Connor
Anne C. Connor: By Bill Hobbs, Atty-In-Fact

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 , **Kathleen Williams Smith and Bill Hobbs** with whom I am personally acquainted (or whose identity was proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within instrument on behalf of **Anne C. Connor** , as Attorneys-in-Fact, as the free act and deed of the said Principal(s).

Witness my hand and official seal at Nashville, Tennessee, this 30th day of January, 2003

Notary Public

My Commission Expires:

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

State of TENNESSEE
County of DAVIDSON My Commission Expires MAY 30, 2004

AFFIDAVIT

The undersigned declares under oath that this conveyance is of a Leasehold interest and not subject to the Transfer Tax.

Affiant

Sworn and subscribed before me this 30th day of January, 2003

Notary Public

My Commission Expires:

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

My Commission Expires MAY 30, 2004

EXHIBIT "B"

To

Warranty Deed

FROM: Anne C. Connor

TO: Robert L. Sinclair and Louise H. Sinclair

State of Tennessee
County of Davidson

AFFIDAVIT

The undersigned Affiants, being first duly sworn, depose and say as follows:

1. That the document to which this affidavit is exhibited is executed by the undersigned as attorneys-in-fact for the principal(s) thereon shown.

2. That this execution is proper and within the scope of the power-of-attorney referenced in the instrument.

3. Pursuant to the provisions of *Tennessee Code Annotated,* Section 34-6-105(c), of the Uniform Durable Power of Attorney Act, the undersigned Affiants certify that at the time of execution of said document the Affiants had no knowledge or notice of the termination of the power-of-attorney, either by revocation or by a principal's death, disability, or incapacity.

Further the Affiants Saith not.

Kathleen Williams Smith, Affiant

Bill Hobbs, Affiant

Sworn to and subscribed before me this
30th day of January, 2003.

Notary Public

My Commission Expires:

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

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 pre-requisites 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