Map 129-11-0-A, Parcel 256.00 CO

**This Instrument Was Prepared By:**
Patricia Quinn Robertson, Attorney
Yost and Robertson PLC
133 Holiday Court, Suite 208
Franklin, TN 37067
(615) 790-9678

Send Tax Bills To:

New Owner

New Owner:

BILLIE L. BRADLEY
256 Cana Circle
Nashville, TN 37205

Mortgagee:

NONE

Davidson County DEEDWARR
Recvd: 04/02/03 15:27 2pgs
Fees:13.00 Taxes:582.75

20030402-0043760

**ASSIGNMENT OF SUBLEASE AND CONVEYANCE OF CONDOMINIUM APARTMENT**

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS ($10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PAUL E. CHOATE, Grantor, has bargained and sold and by these presents do transfer and convey unto BILLIE L. BRADLEY, unmarried, Grantee, her heirs and assigns, all right, title and interest of Grantor in and to a certain condominium apartment in Davidson County, Tennessee being described as follows:

> Land in Davidson County, Tennessee, being Unit No. 256 created under Title 66, Chapter 27, Sections 101, et seq., as amended, Tennessee Code Annotated, and as established by 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 Master Deed. Reference is hereby made to the Plat for The Cloister at St. Henry, Phase IC, attached as Exhibit "B to said Master deed for proper identification.
>
> Being the same property as subleased and conveyed to Paul E. Choate and wife, Ellenlee E. Choate, by deed of Margaret M. Broderick, of record at Instrument No. 200004280042316, Register's Office of Davidson County, Tennessee. Ellenlee E. Choate died December 8, 2002 and said property interest vested in Paul E. Choate by operation of law as the surviving tenant by the entirey.

TO HAVE AND TO HOLD the said condominium apartment and leasehold interest, with the appurtenances, estate, title 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 6596, page 608, Register's Office of Davidson County, Tennessee.

This conveyance and lease is subject to the following:

1. 2003 Metropolitan Davidson County taxes constitute a lien against the property, but are not yet due and payable. Said taxes have been prorated between the parties as of the date of this instrument with Grantor paying his prorata part thereof to Grantee, who will be responsible for the payment of said taxes when they become due and payable.

2. Plat of The Cloister at St. Henry of record in Book 5200, page 455 and Book 6250, page 924, Register's Office of Davidson County, Tennessee.

3. Master Deed for The Cloister at St. Henry, Phase IC, of record in Book 6675, page 173, Register's Office of Davidson County, Tennessee.

4. By-Laws for The Cloister at St. Henry filed with the Master Deed for The Cloister at St. Henry, Phase IA, at Book 6042, page 602, said By-Laws beginning at page 650 of said document, as amended at Book 6519, page 187; Book 7590, page 273; Book 9269, page 285; and at Instrument No. 200201090003376, Register's Office of Davidson County, Tennessee.

5. Charter of The Cloister Owner's Association of record in Book 6076, page 203, Register's Office of Davidson County, Tennessee.

6. Terms and Conditions of Ground Lease dated June 3, 1985 by and between the Bishop

of the Diocese of Nashville and St. Henry's Property Development of record in Book 6596, page 608, Register's Office of Davidson County, Tennessee.

7. Storm Water Detention Agreement with Metropolitan Government of Nashville and Davidson County, Tennessee of record in Book 6862, page 384, and Book 6824, page 870, Register's Office of Davidson County, Tennessee.

8. Agreements for Dedication of Easement to Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 4191, page 157 and Book 4606, page 283, Register's Office of Davidson County, Tennessee.

9. Easement for right of way granted to Davidson County, Tennessee, of record in Book 2547, page 443, Register's Office of Davidson County, Tennessee.

10. The premises herein conveyed is a condominium apartment established pursuant to all the provisions of the Tennessee "Horizontal Property Act" as the same set out in Section 66-27-101 et seq. of the Tennessee Code Annotated, and is subject to the provisions and requirements thereof; and is subject to the By-Laws for the Administration thereof; also subject to easements, rights and interest in favor of other unit owners and all sewer, water, electrical, telephone and other utility easements now or hereafter established over, through or upon the land embracing the regime and buildings thereon; and also including without limitations all conditions, covenants, restrictions, options, burdens, assessments and other undertakings contained in the master deed establishing a Horizontal Property Regime of The Cloister at St. Henry, Phase IC, of record in Book 6675, page 173, Register's Office for Davidson County, Tennessee. Liens for any unpaid assessments and/or special assessments. Rights of others in and to the common elements.

11. Non-disturbance Agreement of record in Book 7306, page 289, Register's Office of Davidson County, Tennessee.

WITNESS my hand on this the 31 day of March, 2003.

Paul E. Choate
PAUL E. CHOATE

BY: Lee Hampton Choate ATT'Y IN FACT
LEE HAMPTON CHOATE, ATTORNEY-IN-FACT

STATE OF Tennessee
COUNTY OF Williamson

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Lee Hampton Choate, Attorney-in-Fact for Paul E. Choate, to me known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument on behalf of Paul E. Choate and who acknowledged that he executed the same as the free act and deed of Paul E. Choate.

WITNESS my hand, at office, this 31st day of March, 2003.

Dale P. Luttrell
NOTARY PUBLIC

My Commission Expires: 4-16-2006

STATE OF Tennessee
COUNTY OF Willliamson

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is One Hundred Fifty Seven Thousand Five Hundred and no/100 Dollars ($157,500.00) which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

Julie L Bradley
AFFIANT

Sworn to and subscribed before me this 31st day of March, 2003.

Dale P. Luttrell
NOTARY PUBLIC

My Commission Expires: 4-16-2006

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wpd