PREPARED BY (AND RETURN TO):

WILKINS & IVEY
Attorneys At Law

Parklane Building, Suite 109
5200 Maryland Way
Brentwood, Tennessee 37027
Ph. (615) 507-2004 - Fax. 507-2002
E-mail: *main@wilkinsandivey.com*

W & I Ref: (KM) Title No: 44337

Dav. Co. File: Box 8

Davidson County DEEDWARR
Recvd: 05/25/04 15:35 3pgs
Fees:17.00 Taxes:0.00
20040525-0061511

ADDRESS NEW OWNER:	**RESPONSIBLE FOR TAX PAYMENT:**
217 Cana Circle **Nashville, TN 37205**	SAME

TAX MAP-PARCEL NUMBERS: 129-11-A-217

DEED OF LEASEHOLD INTEREST

FOR AND IN CONSIDERATION of the sum of **$150,000.00,** cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Edward B. Carr and spouse, Annelle S. Carr,** hereinafter called the **Grantors**, has bargained and sold, and by these presents does hereby transfer and convey unto **Genevieve W. Smith,** 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. 217 of Phase 1A of Lot No. 2, the Cloister at St. Henry a horizontal property regime pursuant to the Tennessee Horizontal Property Act, as shown on the Plan to the Master Deed of record in Book 5200, Page 529 as revised in Book 5200, Page 676 and further revised in Book 6250, Page 585 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 *

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 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 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.

Description Reference: The description is the same as that used in the last deed prior to this transaction.

This conveyance is subject to: Taxes for 2004, and subsequent years; Provisions of the Master Deed and By-Laws of record in Book 6042, page 602, amended in Book 6071, Page 149, Book 6519, page 187, Book 6237, page 660, Book 7590, Page 273, said Register's Office; The Plan of record in Book 5200, Page 529 revised in Book 5200, Page 676, and further revised in Book 6250, Page 585, said Register's Office, shows an owner's certificate, minimum setback lines and easements to which plan reference is hereby made for a more complete description thereof; an easement for sanitary sewer and/or storm drainage of record in Book 4191, Page 157, said Register's Office; terms and conditions of Ground Lease by and between James D. Niedergeses, Bishop pf the Diocese of Nashville and St. Henry's Property Development, Inc., dated August 31, 1982, of record in Book 5961, Page 657, said Register's office.

*Edward B. Carr and spouse, Annelle S. Carr by deed from Jane Houston Cecil, a single person of record in Book 9463, Page 589, Register's Office for Davidson County, Tennessee.

This is improved property, known as: 217 Cana Circle, 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 3rd day of May, 2004 .

Edward B. Carr

Edward B. Carr

Annelle S. Carr

Annelle S. Carr

State of TENNESSEE
County of DAVIDSON

On this 3rd day of May, 2004, before me the undersigned authority, personally appeared **Edward B. Carr and Annelle S. Carr** (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 of the same as a free act and deed.

My Commission Expires: _____

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

My Commission Expires MAY 30, 2004

Notary

State of TENNESSEE
County of Davidson

AFFIDAVIT

The undersigned declares under oath that the actual consideration or value, whichever is greater, for this Conveyance of the **Leasehold is Exempt from tax.**

Genevieve W. Smith
Affiant

Sworn and subscribed before me this 3rd day of May, 2004.

My Commission Expires: _____

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

My Commission Expires MAY 30, 2004

Notary Public

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

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR
PRINTING IN THIS DOCUMENT
UNSATISFACTORY WHEN RECEIVED