PREPARED BY (AND RETURN TO):

WILKINS & IVEY
Attorneys At Law

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

Dav. Co. File: Box 8

Davidson County DEEDWARR
Recvd: 09/28/04 12:56 4pgs
Fees:22.00 Taxes:0.00
20040928-0116638

ADDRESS NEW OWNER:	**RESPONSIBLE FOR TAX PAYMENT:**
Mary Margaret Leuer as Trustee of The Mary Margaret Leuer Trust **225 Cana Circle** **Nashville, TN 37205**	**same**

TAX MAP-PARCEL NUMBERS: 129-11-A-225

DEED OF LEASEHOLD INTEREST

FOR AND IN CONSIDERATION of the sum of **$145,500.00** , cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Edith A. Gallagher,** unmarried, hereinafter called the **Grantors**, has bargained and sold, and by these presents does hereby transfer and convey unto **Mary Margaret Leuer as Trustee of The Mary Margaret Leuer Trust ,** 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, created upon a leasehold Estate, Being Unit No 225 of The Cloister at St. Henry, Phase 1-A 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 James M. Gallagher, Jr. and wife, Edith A. Gallagher by deed from St. Henry's Property Development, Inc. of record in Book 6099, Page 437 Register's Office for said County. The said James M. Gallagher, Jr. has since died.

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 2005, 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 to the Master Deed of record in Book 5200, page 529 revised in Book 5200, Page 676 and further revised in Book 6250, Page 585, 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; the terms and conditions of a Ground Lease by and between James D. Niedergeses, Bishop of 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; an easement for sanitary sewer and or storm drainage of record in Book 4191, Page 157, said Register's Office.

This instrument is executed on behalf of Edith A. Gallagher by Kathryn G. Bevington as Attorney in Fact pursuant to a Power of Attorney being recorded simultaneously herewith. 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: 225 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 22nd day of September, 2004 .

Edith A. Gallagher by Kathryn G. Bevington

Edith A. Gallagher by Kathryn G. Bevington, Atty-in-Fact

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.**

Affiant

Sworn and subscribed before me this 22nd day of September, 2004.

My Commission Expires:

CHRISTY W. [illegible] NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires JULY 21, 2007

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 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

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

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 **Kathryn G. Bevington**, 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 **Edith A. Gallagher** , as Attorney-in-Fact, as the free act and deed of the said Principal(s).

Witness my hand and official seal at Nashville, Tennessee, this 22nd day of September, 2004

Notary Public

My Commission Expires:

CHRISTY W. IVEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.
My Commission Expires JULY 21, 2007

EXHIBIT "B"
To
Warranty Deed

FROM: Edith A. Gallagher, unmarried

TO: Mary Margaret Leuer

State of Tennessee
County of Davidson

AFFIDAVIT

The undersigned Affiant, being first duly sworn, deposes and says as follows:

1. That the document to which this affidavit is exhibited is executed by the undersigned as attorney-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 Affiant certifies that at the time of execution of said document the Affiant 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 Affiant Saith not.

Kathryn G Bevington
Affiant

Sworn to and subscribed before me this

22nd day of September, 2004

Notary Public

My Commission Expires:

CHRISTY W. IVEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.
My Commission Expires JULY 21, 2007