File Box 8

PREPARED BY (AND RETURN TO):

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Davidson County DEEDWARR
Recvd: 10/21/04 14:09 3pgs
Fees:17.00 Taxes:0.00
20041021-0126944

W & I Ref: (km) Title No: 45930

Dav. Co. File: Box 8

ADDRESS NEW OWNER:	**RESPONSIBLE FOR TAX PAYMENT:**
Peter Poremski and spouse, Bonney Poremski **819 Marquette Drive** **Nashville, TN 37205**	**same**

TAX MAP-PARCEL NUMBERS: 129-11-A-819

DEED OF LEASEHOLD INTEREST

FOR AND IN CONSIDERATION of the sum of **$154,500.00 ,** cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Mildred Baird Tatum, married,** hereinafter called the **Grantors**, has bargained and sold, and by these presents does hereby transfer and convey unto **Peter Poremski and spouse, Bonney Poremski,** 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 111R of The Cloister at St. Henry, Phase ID, a horizontal property regime pursuant to the Tennessee Horizontal Property Act, as shown on Exhibit "B" to the Master Deed of record in Book 6933 page 927 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 Mildred Baird Tatum, by deed from St. Henry's Property Development, Inc. of record in Book 7427, Page 906, Register's Office for Davidson County, Tennessee.

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 6933, page 927, amended in Book 7404, page 766, Book 7590, page 273, Book 9269, Page 285 said Register's Office; Exhibit "B" to the Master Deed of record in Book 6933, page 927, 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 of record in Book 6922, page 252, said Register's Office.

Robert Tatum, spouse of Mildred Tatum joins in this conveyance solely to convey any and all marital interest he may have in the above described property.

This is improved property, known as: 819 Marquette 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 20th day of ~~July~~ October, 2004.

Mildred Baird Tatum — Robert S. Tatum

Mildred Baird Tatum **Robert Tatum**

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 20th day of ~~July~~ Oct, 2004.

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

Notary Public

My Commission Expires: _____

State of Tennessee
County of Davidson

On this 20th day of October, 2004, before me the undersigned authority, personally appeared Mildred Baird Tatum and Robert S. Tatum, to me known (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the executed the foregoing instrument, and acknowledged the execution as a free act and deed.

Notary

My Commission Expires _____

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

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
Board Member and Secretary