File Box 8

PREPARED BY (AND RETURN TO):

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

Dav. Co. File: Box 8

Davidson County DEEDWARR
Recvd: 04/12/05 08:52 3 pg
Fees:17.00 Taxes:0.00

20050412-0040084

ADDRESS NEW OWNER:	RESPONSIBLE FOR TAX PAYMENT:
Ada Diane Stone 303 Cana Circle Nashville, Tennessee 37205	Same

TAX MAP-PARCEL NUMBERS: 129-11-A-11.00

DEED OF LEASEHOLD INTEREST

FOR AND IN CONSIDERATION of the sum of **$156,500.00,** cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Suntrust Bank, Trustee,** hereinafter called the **Grantors**, has bargained and sold, and by these presents does hereby transfer and convey unto **Ada Diane Stone,** 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. 112R of The Cloister at St. Henry, Phase 1-D, 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 P. Green, Trustee by Deed from St. Henry's Property Development, Inc., by deed of record in Book 7427, page 902, Register's Office for Davidson County, Tennessee. Mildred P. Green has since died. By Will found in File Doc. 93P842 of record in Probate Court Clerks Office for Davidson County, Tennessee, Third National Bank was named Executor and Trustee with Full Power to Convey subject property. By merger the said Third National Bank has become and is now SunTrust Bank.

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

This conveyance is subject to: Taxes for 2005, and subsequent years; The Plan as shown as Exhibit "B to the Master Deed & By-Laws, with Owner's Certificate, of record in Book 6933, page 927, said Register's Office, to which exhibit reference is hereby made for a more complete description thereof; Subject to the provisions of the Condominium Master Deed of record in Book 6933, page 927, Book 7404, page 766, Book 7590, page 273, Book 9269, page 285, 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, to which Master Deed reference is hereby made for more particulars; but deleting any covenant, condition, conditions or restrictions would violate 42 USC 3604c; 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 July 15, 1986 of record in Book 6922, page 282, said Register's Office; Nondisturbance Agreement by and between James D. Niedergeses, Bishop of the Diocese of Nashville and St. Henry's Property Development, Inc., dated July 15, 1986 and filed of record in Book 7306, page 289, said Register's Office; Storm Water Detention Agreement between St. Henry Property Development, Inc., and the Metropolitan Government of Nashville and Davidson County of record in Book 6862, page 384, said Register's Office.

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.

This is improved property, known as: 303 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 8th day of April, 2005.

SunTrust Bank, Trustee

By:_____
David Rogers, Vice President

State of TENNESSEE
County of DAVIDSON

Before me, the undersigned, personally appeared **David Rogers** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged and was identified as **Vice President** (or other officer authorized to execute this instrument) of **SunTrust Bank, Trustee**, the within named bargainor, a corporation, and the execution of the foregoing instrument as such officer for the purposes therein contained, by signing in the name of the corporation as such officer.

Witness my hand and official seal, at office in Nashville, Tennessee this the 8th day of April, 2005.

CHRISTY W. IVEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

_____
Notary Public

My Commission Expires:

State of TENNESSEE
County of DAVIDSON

My Commission Expires JULY 21, 2007

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 8th day of April, 2005.

CHRISTY W. IVEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

_____
Notary Public

My Commission Expires:

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

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