FILE NO. SP43969
FILE BOX "7"

PREPARED BY:
SATURN AND MAZER TITLE SERVICES, INC.
212 Third Avenue, North
Nashville, TN 37201

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS: — 0 —

Claytie B. Elliott
AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 20 DAY OF JUNE, 2005.

NOTARY PUBLIC

My Commission Expires: 3/25/06

Davidson County DEEDWARR
Recvd: 06/28/05 10:10 2 pgs
Fees:12.00 Taxes:0.00
20050628-0074075

NOTARY PUBLIC
STATE OF TENNESSEE
DAVIDSON COUNTY
LARGE
My Commission Expires

SUBLEASE AND CONVEYANCE OF CONDOMINIUM APARTMENT

ADDRESS NEW OWNER:	NAME OF MORTGAGEE:	MAP & PARCEL
CLAYTIE B. ELLIOTT 903 Glenmary Court Nashville, TN 37205	SAME AS NEW OWNER	129-11-A-903 9DZ 73202

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS (10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration the receipt of which is hereby acknowledged, the undersigned, LUCILLE RAINS CREWS, * Unmarried, (the "Grantor"), has bargained, sold and leased, and by these present does transfer, convey and lease unto CLAYTIE B. ELLIOTT, (the "Grantee"), her heirs and assigns, a certain condominium apartment in Davidson County, Tennessee, described as follows, to wit:

BEING Unit No. 93R created under Title 66, Chapter 27, Section 101, et seq., as amended, Tennessee Code Annotated, and as established by the Master Deed for The Cloister at St. Henry, Phase 1D, of record in Book 6933 Page 927, the undivided percentage interest in the common elements appurtenant to said unit, as set forth in said Master Deed, Reference is hereby made to the Plat for The Cloister at St. Henry, Phase 1D, attached as Exhibit "B" to said Master Deed for proper identification.

Being part of the property leased to St. Henry's Property Development, Inc. by Ground Lease of record in Book 6922, Page 282, Register's Office for Davidson County, Tennessee. BEING the same property conveyed to Lucille Rains Crews, by Sublease and Conveyance of Condominium Apartment from John A. Sorace, sole heir-at-law of Constance I. Sorace, deceased, of record in Book 10484, Page 87, Register's Office for Davidson County, Tennessee.

This conveyance and lease is subject to the following:

1. Provisions of Tennessee Code Annotated, Section 64-2701, et seq.
2. Conditions, restrictions, options, encumbrances, liens, assessments and undertakings contained in the Master Deed for the Cloister at St. Henry, Phase 1B, recorded in Book 6237, page 665, Register's Office for Davidson County, Tennessee, and the By-Laws for The Cloister at St. Henry, recorded in Book 6042, Page 650, Register's Office for Davidson County, Tennessee.
3. Sanitary Sewer Easement of record in Book 4191, page 157, Register's Office for Davidson County, Tennessee.
4. Matters shown on the Plan of fifth Revision of The Cloister at St. Henry, Phase ID, of record in Book 6250, Page 979, Register's Office for Davidson County, Tennessee.
5. Storm Water Detention Agreement by and between St. Henry's Property Development, Inc., and The Metropolitan Government of Nashville and Davidson County, of record in Book 6862, Page 384, Register's Office for Davidson County, Tennessee.

*formerly known as Lucille Rains

6. 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, Register's Office for Davidson County, Tennessee.

7. Real estate taxes for 2005.

This is improved property known as 903 Glenmary Court, Nashville, Tennessee 37205

TO HAVE AND TO HOLD the said condominium apartment, 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 5961, page 657, 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 Grantor's Ground Lease and any extension thereof, and a 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 Grantor's Ground Lease, including payment of all real estate taxes assessed against both land and buildings.

WITNESS my hand 20th day of June, 2005.

Lucille Rains Crews
LUCILLE RAINS CREWS by Crockett Rains AIF

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this the 20th day of June, 2005, before me personally appeared CROCKETT RAINS, to me known to be the person who executed the foregoing instrument in behalf of LUCILLE RAINS CREWS, as her Attorney-in-Fact, and acknowledged that he executed the same as the free act and deed of the said LUCILLE RAINS CREWS, as though she had personally acted.

WITNESS my hand and official seal at Nashville, Tennessee, this the 20th day of June, 2005.

NOTARY PUBLIC

My Commission Expires: 3/25/06

ALAN D. MAZER NOTARY PUBLIC DAVIDSON COUNTY, TENN.