BOX 19-A

THIS INSTRUMENT PREPARED BY AND RETURN TO:
FOUNDERS TITLE AND ESCROW, LLC
1912 21st Avenue South
Nashville, TN 37212

SUBLEASE AND CONVEYANCE OF CONDOMINIUM APARTMENT

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL:
Joyce E. Benner 426 Siena Drive Nashville, TN 37205	Bank of America NC1-026-03-43 Charlotte Loan Center 900 W. Trade Street Charlotte, NC 28255-0001	129-11-0A-426.00

Davidson County DEEDWARR
Recvd: 11/28/05 10:36 3 pgs
Fees:18.00 Taxes:573.50

20051128-0142604

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS ($10.00), cash in hand paid by the hereinafter named Grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, **MARY LOU DEAL (FORMERLY KNOWN AS MARY LOU DEAL-SMITH),** UNMARRIED, (the "Grantor"), has bargained, sold and leased, an by these presents do transfer, convey and lease unto **JOYCE E. BENNER,** UNMARRIED, (the "Grantees"), her heirs and assigns, a certain condominium apartment in Davidson County, Tennessee, described as follows, to wit:

> Land in Davidson County, Tennessee, being Unit No. 426 created under Title 66, Chapter 27, Section 101, et seq. as amended Tennessee Code Annotated, and as established by the Master Deed of The Cloister at St. Henry, Phase 1B, of record in Book 6237, Page 665, Register's Office for Davidson County, Tennessee, together with the undivided percentage interest in 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 1B, attached as Exhibit "B" to said Master Deed for proper identification.
>
> Being the same property conveyed to Mary Lou Deal-Smith by Sublease and Conveyance of Condominium Apartment from Robert Coleman Lineberger, Robert T. Officer and Martha Officer-Uffelman, dated July 31, 2003, of record in Instrument No. 20030801-0109448, said Register's Office. The said Mary Lou Deal-Smith is now known as Mary Lou Deal.

THIS SUBLEASE AND CONVEYANCE is subject to the following:

1. Provisions of Tennessee Code Annotated, Section 64-27-101, et seq.

2. Conditions, restrictions, options, encumbrances, liens, assessments, easements and undertakings contained in the Master Deed for The Cloister at St. Henry recorded in Book 6237, page 665, Book 6042, page 602, Book 6317, page 688, Book 6533, page 580, Book 6675, page 173, and Book 6834, page 449, said Register's Office.

3. By-Laws for The Cloister at St. Henry recorded in Book 6042, page 650, Book 6519, page 187, Book 6533, page 580, Book 7590, page 273, Book 9269, page 285, and Instrument No. 20020109-0003376, said Register's Office.

4. Sanitary Sewer and/or Storm Easement, of record in Book 4191, page 157, Register's Office for Davidson County, Tennessee.

5. Subject to 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 6208, page 137, said Register's Office.

6. Subject to all matters shown on the plan of record in Book 6250, page 585, said Register's Office.

7. County taxes for the year 2005 are now a lien due and payable, and have been prorated between the parties. Taxes for subsequent years are a lien, not yet due and payable, and the responsibility of the Grantee herein.

THIS IS IMPROVED PROPERTY known as 426 SIENA DRIVE, NASHVILLE, TENNESSEE 37205.

TO HAVE AND TO HOLD the said condominium apartment, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, his, her or their heirs and assigns, for the term of the Ground Lease, of record in Book 6208, page 137, Register's Office for Davidson County, Tennessee, and any extension thereof, but not further.

GRANTEE UNDERSTANDS that Grantor is not conveying the real estate in fee simple and this conveyance is both a sublease by Grantor to Grantee on the above described condominium apartment for the full term of the Ground Lease and any extension thereof, and a conveyance by Grantor of all right, title and interest to the Grantor in the described condominium apartment. By acceptance of this conveyance, Grantee agrees to assume jointly with The Cloister Owners' Association all obligations o the Grantor under the Ground Lease , including payment of all real estate taxes assessed against both land and buildings.

In witness whereof, Jerry Deal as attorney-in-fact for Mary Lou Deal, pursuant to Durable General Power of Attorney recorded in Instrument No. 20051028-0130343, Register's Office for Davidson County, Tennessee, does hereby authorize and sign in behalf of Mary Lou Deal, this 22nd day of November, 2005.

Joyce E. Benner
JOYCE E. BENNER

Mary Lou Deal by Jerry Deal
MARY LOU DEAL
BY: JERRY DEAL, ATTORNEY IN FACT

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a notary of the state and county aforementioned, personally appeared, Jerry Deal, to me known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument in behalf of Mary Lou Deal, and who acknowledged that he executed the same as the free act and deed of Mary Lou Deal.

Witness my hand and official seal at Nashville, Tennessee, this 22nd day of November, 2005.

COMMISSION EXPIRES:
5-23-06

Brenda S. Lane
NOTARY PUBLIC

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a notary of the state and county aforementioned, Joyce E. Benner, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 22nd day of November, 2005.

COMMISSION EXPIRES:
6/26/07

NOTARY PUBLIC

AFFIDAVIT

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $155,000.00.

Joyce E. Benner
AFFIANT

Subscribed and sworn to before me this 22nd day of November, 2005.

COMMISSION EXPIRES:
12/2/07

NOTARY PUBLIC