PREPARED BY (AND RETURN TO):

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Davidson County DEEDWARR
Recvd: 08/11/06 12:13 4 pgs
Fees:22.00 Taxes:0.00
20060811-0099197

"EXEMPT TRANSACTION, GOVERNMENTAL AGENCY IS HOLDER OF INDEBTEDNESS."

W & I Ref: Title No: 48111

Dav. Co. File: Box 8

ADDRESS NEW OWNER:	**RESPONSIBLE FOR TAX PAYMENT:**
Milton Y. Brockett, Jr. and Susan J. Brockett, Trustees of the Milton Y. Brockett, Jr., and Susan J. Brockett Trust 212 Cana Circle Nashville, Tennessee 37205	SAME

TAX MAP-PARCEL NUMBERS: 129110A21200CO

DEED OF LEASEHOLD INTEREST

FOR AND IN CONSIDERATION of the sum of **$150,000.00** , cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Mary Lee Glasgow, Trustee and Patricia Ann Hite, Trustee**, hereinafter called the **Grantor**, has bargained and sold, and by these presents does hereby transfer and convey unto **Milton Y. Brockett, Jr. and Susan J. Brockett, Trustees of the Milton Y. Brockett, Jr., and Susan J. Brockett 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. 212 of 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 Exhibit "B" 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 William J. Higgins, Jr., and wife Mary L. Higgins by deed from St. Henrys Property Development, Inc., of record in Book 6137, page 632, said Register's Office. The said William J. Higgins, Jr., has since died. By Quitclaim Deed of record in Book 9307, page 626, said Register's Office, subject property was conveyed to Mary Lee Higgins, Trustee of the Mary Lee Higgins Revocable Trust Agreement dated April 8, 1994. The said Mary Lee Higgins has since died. Mary Lee Glasgow and Patricia Ann Hite were designated as Co-Trustees of the Revocable Living Trust Agreement of Mary Lee Higgins, in the event that the said Mary Lee Higgins was unable to serve.

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 Owner's Association all obligations of the Grantor unde4r 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: Described from information contained in recorded condominium documents.

This conveyance is subject to: Taxes for 2006, and subsequent years; The Plan, with Owner's Certificate, of record in Plat Book 5200, Page 529 revised in Book 5200, page 676 and further revised in Book 6250, page 585,

said Register's Office, which Plan shows minimum building set back lines and easements and to which Plan reference is hereby made for a more complete description. Subject to an easement for sanitary sewer and/or storm drainage of record in Book 4191, page 157, said Register's Office. 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 August 31, 1982, of record in Book 5961, page 657, said Register's Office. The provisions of the condominium Master Deed 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, Book 9269, page 285, Doc. No. 20020109-0003376, 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.

This instrument is executed on behalf of Patricia Ann Hite, Trustee by Frank Joseph Glasgow 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 A' to this instrument and incorporated herein by reference.

This is improved property, known as: 212 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 10th day of August, 2006 .

Mary Lee Glasgow, Trustee

Patricia Ann Hite, Trustee By:Frank Joseph Glasgow
Atty-in-Fact

State of TENNESSEE
County of DAVIDSON

On this 10th day of August, 2006, before me the undersigned authority, personally appeared **Mary Lee Glasgow, Trustee**, to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged the execution as a free act and deed.

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

My Commission Expires: _____

Notary

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

CHRISTY L. ROWELL NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Sworn and subscribed before me this 10th day of August, 2006

My Commission Expires: _____

Notary Public

My Commission Expires JULY 21, 2007

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 , **Frank Joseph Glasgow** 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 **Patricia Ann Hite, Trustee** , 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 10th day of August, 2006

CHRISTY WIVEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Notary Public

My Commission Expires:

My Commission Expires JULY 21, 2007

EXHIBIT "B"
To
Warranty Deed

FROM: Mary Lee Glasgow, Trustee and Patricia Ann Hite, Trustee

TO: Susan J. Brockett

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.

Frank Joseph Glasgow, Affiant

Sworn to and subscribed before me this

10th day of August, 2006

Notary Public

My Commission Expires:

CHRISTY WIVEY 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

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