Box 8

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $179,900.00.

Lorie McKinney
AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 23rd DAY OF AUGUST, 2006.

Deborah H. Berrie
NOTARY PUBLIC

My Commission Expires: 3/20/2010

DEBORAH H. BERRIE STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Davidson County DEEDWARR
Recvd: 08/25/06 08:37 4 pgs
Fees:23.00 Taxes:665.63

20060825-0104973

SUBLEASE AND CONVEYANCE OF CONDOMINIUM APARTMENT

ADDRESS NEW OWNER:	NAME OF MORTGAGEE:	MAP & PARCEL
MARTHA SCHWARTZ 217 Cana Circle Nashville, TN 37205	SunTrust Mortgage Inc. 201 Fourth Avenue North Nashville, TN 37219	129-11-A-217

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,CAROLYN S. HENDERSON, JOAN S. KERR and HARDY M. SELPH (the "Grantors"), have bargained, sold and leased, and by these present does transfer, convey and lease unto MARTHA SCHWARTZ, married, (the "Grantee"), her heirs and assigns, a certain condominium apartment in Davidson County, Tennessee, described as follows, to wit:

A Condominium Apartment in Davidson County, Tennessee, being Unit No. 217 of Phase 1A of Lot No. 2, the Cloister at St. Henry, a horizontal property regime pursuant to the Tennessee Horizontal Property Act, as shown on the Plan 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 Genevieve W. Smith by Deed of Leasehold Interest from Edward B. Carr and spouse, Annelle S. Carr of record in Instrument Number 20040525-0061511, Register's Office for Davidson County, Tennessee. The said Genevieve W. Smith having since died. The Estate of Genevieve Smith, Case No.: 05P 1172, filed august 2, 2005, has no claims and the claims period has expired. Property devised to Carolyn S. Henderson, Joan S. Kerr, and Hardy M. Selph, who are the sellers as "Devisees under the Will of Genevieve W. Smith."

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.

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 2006 and subsequent years.

This is improved property known as 217 Cana Circle, 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 our hands 22 day of August, 2006.

Carolyn S Henderson
CAROLYN S. HENDERSON

JOAN S. KERR AIF

HARDY M. SELPH

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 CAROLYN S. HENDESON, the 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 the 22 day of August, 2006.

NOTARY PUBLIC

ALAN D. MAZER NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY, TENN.

My Commission Expires MAY 22, 2010

My Commission Expires: 5/22/10

STATE OF TENNESSEE)

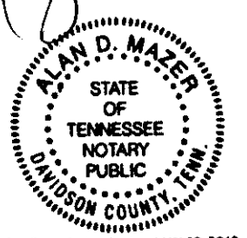
COUNTY OF DAVIDSON)

On this the 22 day of August, 2006, before me personally appeared HARDY M. SELPH, JR., to me known to be the person who executed the foregoing instrument in behalf of JOAN S. KERR, as her Attorney-in-fact, and acknowledged that he executed the same as the free act and deed of the said JOAN S. KERR, as though she had personally acted.

WITNESS my hand and official seal at Nashville, Tennessee, this the 22 day of August, 2006.

NOTARY PUBLIC

My Commission Expires: 5/22/10



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 HARDY M. SELPH, the bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this the 22 day of August, 2006.

NOTARY PUBLIC

My Commission Expires: 5/22/10



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