PREPARED BY (AND RETURN TO):

WILKINS & IVEY
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Davidson County DEEDWARR
Recvd: 10/27/06 14:25 4 pgs
Fees:22.00 Taxes:0.00
20061027-0133704

W & I Ref: Title No: 48269

Dav. Co. File: Box 8

ADDRESS NEW OWNER:	**RESPONSIBLE FOR TAX PAYMENT:**
Don Barnes Betty Jean Barnes 2328 Castleman Drive Nashville, Tennessee 37215	Countrywide Home Loans 3011 Armory Drive Suite 120 Nashville, Tennessee 37204

TAX MAP-PARCEL NUMBERS: 129110A21400CO

DEED OF LEASEHOLD INTEREST

FOR AND IN CONSIDERATION of the sum of **$140,000.00** , cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Gertrude K. Hill , unmarried**, hereinafter called the **Grantor**, has bargained and sold, and by these presents does hereby transfer and convey unto **Don Barnes and wife, Betty Jean Barnes** 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. 214 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 the Exhibit "B" to the Master Deed of record in Book 5200, page 529 as revised in Book 5200, page 676 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 Gertrude K. Hill by deed from St. Henry's Property Development, Inc., dated 08/26/83 of record in Book 6123, page 731, 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 Grantors Grounds 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 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.

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, 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 the 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 6687, 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 Gertrude Hill by Patsy H. McAllister, 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 'B' to this instrument and incorporated herein by reference.

This is improved property, known as: 214 Cana, 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 26th day of October, 2006 .

Gertrude K. Hill by Patsy H. McAllister

Gertrude K. Hill by Patsy H. McAllister, Atty-In-Fact

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

Sworn and subscribed before me this 26th day of October, 2006

My Commission Expires: _____

Notary Public

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

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 Patsy H. McAllister 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 Gertrude K. Hill, 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 26th day of October, 2006

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

Notary Public

My Commission Expires:

My Commission Expires JULY 21, 2007

EXHIBIT "B"

To
Warranty Deed

FROM: Gertrude K. Hill , unmarried

TO: James D. Barnes and wife, Betty Jean Barnes

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.

Patsy H. McAllister
, Affiant

Sworn to and subscribed before me this 26th day of October, 2006

Notary Public

My Commission Expires:

CHRISTY W. IVEY 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
Karol F. Grace
Board Member and Secretary

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