Prepared from information provided by the parties:

Davidson County DEEDWARR
Recvd: 03/18/08 14:55 3 pgs
Fees:18.00 Taxes:610.50

20080318-0027318

*State of Tennessee*
*County of Davidson*
*The actual consideration or value whichever is greater for this Conveyance of the Leasehold is* ~~*Exempt from tax.*~~ is $165,000.00

*Affiant*

*Subscribed and sworn to before me, this the 12th day of March, 2008.*

Comm. expires: 3-20-2010

**THIS INSTRUMENT WAS PREPARED BY**
Jack Case Wilson Title Associates, LLC
5560 Franklin Pike Circle
Brentwood, TN 37027

| ADDRESS NEW OWNERS: | SEND TAX BILLS TO: | MAP & PARCEL: |
|---|---|---|
| Dixie Frederickson<br>500 Loyola Drive<br>Nashville, TN 37205 | NEW OWNER | 129-11-0-A 500.00 CO |

# DEED OF LEASEHOLD INTEREST

**FOR AND IN CONSIDERATION** of the sum of Ten Dollars, cash in hand paid by the hereinafter name Grantees, and other good and valuable considerations, the receipt of which is hereby acknowledge, the undersigned **Robert J. Burr, Trustee, under the Burr Living Trust**, hereinafter called the **Grantors**, has bargained and sold, and by these presents does hereby transfer and convey unto **Dixie W. Frederiksen, unmarried**, 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**:

Land in Davidson County, Tennessee, being Unit No. 500, of First Revision, Phase 1-A of Lot No. 2, The Cloister at Saint Henry of record in Book 5200, page 656, Register's Office for Davidson County, Tennessee, a condominium according to the Horizontal Property Act of the Tennessee Code Annotated, and as more fully described in the Master Deed of record in Book 6042, page 602, amended in Book 6071, Page 149; Book 6519, Page 187; Book 7590, Page 273 and Book 6237, Page 660, said Register's Office, to which reference is hereby made. The easements, restrictive covenants, condition and regulations imposed upon and relating to the apartments, property, co-owners and tenants of The Cloister at Saint Henry, contained in the aforesaid Master Deed and By-Laws, together with all amendments thereto, are incorporated by reference and made a part hereof the same as though copied herein.

BEING all of the same property conveyed to Robert J. Burr and Hope S. Burr, Trustees, under the Burr Living Trust, dated June 22, 1995 by Sublease and Conveyance Agreement of Condominium Apartment from Evelyn K. Moore of record in Instrument Number 20020621-0075074, Register's Office for Davidson County, Tennessee. BEING further conveyed to Robert J. Burr, Trustee, under the Burr Living Trust by Quitclaim Deed from Hope S. Burr, Trustee, under the Burr Living Trust of record in Instrument Number 20070927-0115031, 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 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 Owners' 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 here in as **Exhibit "A"** to this instrument.

This conveyance is subject lot: Taxes for 2008, and subsequent years; The Plan, with Owner's Certificate, of record in 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 line and easement to which Plan reference is hereby made for a more complete description thereof. 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.

Improved Property Commonly known as: 500 Loyola Drive, Nashville, TN 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 12th day of March, 2008.

Robert J. Burr - Trustee

Robert J. Burr, Trustee

STATE OF TENNESSEE
COUNTY OF Davidson

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Robert J. Burr with whom I am personally acquainted and who upon his/her oath (s) acknowledged himself/herself to be the Trustee of the Burr Living Trust, and that he as such trustee being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the trust, by the said Robert J. Burr as such Trustee .

Witness my hand and official seal at office at Brentwood, Tennessee on this 12th day of March, 2008.

Notary Public

My Commission Expires: _____



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 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