PREPARED BY: BANKERS TITLE & ESCROW CORP 3310 WEST END AVE. NASHVILLE, TN 37203 BOX # B RETURN TO:

THIS INSTRUMENT PREPARED BY: **Mudrey Morgan, Patterson & Akins** **Attorneys-at-Law** **2000 Richard Jones Road** **Suite 110** **Nashville, Tennessee 37215** **FTEC File No. 28316-01-2009** **Record & Return To:** **Bankers Title & Escrow Corporation** **5107 Maryland Way, Ste. 115** **Brentwood, TN 37027**	STATE OF TENNESSEE, COUNTY OF DAVIDSON: The actual consideration or value, whichever is greater, for this transfer is: $183,000.00. Nancy Enoch Affiant Subscribed and sworn to before me this 28th day of January, 2009. Notary Public My Commission Expires: May 8, 2012 PRISCILLA C. TURNER NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

SUBLEASE AND CONVEYANCE OF CONDOMINIUM APARTMENT

Address New Owner:	**Send Tax Bills To:**	**Tax Information:**
Mary Rose McCabe, Helen R. McCabe 259 Cana Circle Nashville, TN 37205	Countrywide Home Loans 1199 Fairfax St Alexandria, VA 22314	Map and Parcel No.: 129110A259.00CP

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, **Keith B. Pitts, married and Benjamin A. Pitts, umarried,** ("Grantor"), has this day bargained and sold, and leased and does hereby transfer and convey to **Mary Rose McCabe and Helen R. McCabe, both unmarried, as join tenants with the right of survivorship** ("Grantee"), its successors, heirs and assigns, all that tract or parcel of land in Davidson County, Tennessee, more particularly described on Exhibit "A" hereto.

This is improved property located at 259 Cana Circle, Nashville, TN 37205.

This is not now nor has it ever been the principal residence of Keith B. Pitts.

TO HAVE AND TO HOLD the said condominium apartment, with the appurtenances, estate, title and interest thereto belonging, to Grantee, its successors, heirs and assigns, for the term of the Ground Lease of record in Book 6596, page 608, Register's Office for Davidson County, Tennessee, and any extension hereof 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 of 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 of the Grantor in the described condominium apartment. By acceptance of this conveyance, Grantee agrees to assume jointly with The Cloister at St. Henry Owner's Association Owner's Association all obligations of the Grantor under the Ground Lease, including payment of all real estate taxes assessed against both land and buildings. Grantee hereby agrees that any mortgagee of Grantee shall have the right to cure any default under the Ground Lease. Grantee further agrees to give notice to any mortgagee of default and right to cure a default under the ***

Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Grantor has executed this instrument on the 28th day of January, 2009.

Keith B. Pitts

Benjamin A. Pitts

**Ground Lease within 30 days of Grantee's notification of such default and right to cure.

STATE OF TENNESSEE, COUNTY OF DAVIDSON SS.:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, aforesaid, **Keith B. Pitts and Benjamin A. Pitts**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 28th day of January, 2009.

GEORGE E. MEYER JR. NOTARY PUBLIC OF TENNESSEE DAVIDSON COUNTY

Notary Public

My Commission Expires: MAY 8, 2012

Davidson County DEEDWARR
Recvd: 02/12/09 10:17 2 pgs
Fees:13.00 Taxes:677.10

20090212-0012275

EXHIBIT "A"

Land in Davidson County, Tennessee, being Unit No. 259 together with the appurtenant interest in the common elements of The Cloister at St. Henry, Phase IC, a horizontal property regime established by Master Deed, of record in Book 6675, page 173, Register's Office for Davidson County, Tennessee, said Unit being depicted on the Condominium Site Plan attached as Exhibit "B" to the aforementioned Master Deed and being located upon Lot No. 2 on the Plan of Phase ID Fifth Revision The Cloister at St. Henry of record in Plat Book 6250, page 979, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Keith B. Pitts, married and Benjamin A. Pitts, unmarried by deed dated May 12, 2000 from Donn M. Smith, unmarried of record in Instrument No. 20000517-0049531 Davidson County, Tennessee.

This conveyance is made subject to:

1. 2009 City/County taxes which have been prorated by the parties and assumed by the Grantee.
2. State and County taxes for the year 2009, a lien, but not yet due and payable.
3. Map and Parcel No. 129110A259.00CO.
4. By-Laws of The Cloister at St. Henry Phase IA, of record in Book 6042, page 650, amended in Book 6519, page 187, Book 7590, page 273 and Book 9269, page 285, and Instrument No. 20020109-0003376, Register's Office for Davidson County, Tennessee.
5. Charter of Incorporation of The Cloister Owners' Association of record in Book 6076, page 203, Register's Office for Davidson County, Tennessee.
6. Covenants, Conditions, Restrictions and Agreements, including the agreement to pay assessments for the maintenance of common areas, contained in the Master Deed (and By-Laws) for The Cloister at St. Henry Phase IC, of record in Book 6675, page 173, Register's Office for Davidson County, Tennessee.
7. Terms and limitations imposed by Tennessee Horizontal Property Act, T.C.A. § 66-27-101, et seq.
8. Easements to the Metropolitan Government of Nashville and Davidson County for sanitary sewers and/or storm drainage, of record in Book 4191, page 157, Register's Office for Davidson County, Tennessee.
9. All matters appearing on the Plan of record as Book 6250, page 979, Register's Office for Davidson County, Tennessee.
10. Storm water detention agreement of record in Book 6145, page 293 and Book 6824, page 870, Register's Office for Davidson County, Tennessee.
11. Resolution recorded in Book 6527, page 700, Register's Office for Davidson County, Tennessee.
12. Terms and Conditions of Ground lease of record in Book 6596, page 608, Register's Office for Davidson County, Tennessee.