BILL GARRETT, Davidson County
Trans:T20100029835 DEEDWARR
Recvd: 05/18/10 11:28 3 pgs
Fees:17.00 Taxes:0.00
20100518-0038263

This Instrument Prepared By:
Paul S. Parker
Dodson Parker Behm & Capparella. P.C.
1310 6th Avenue, North
Nashville, Tennessee 37208

SUBLEASE AND CONVEYANCE OF CONDOMINIUM APARTMENT

ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP PARCEL NO.
Jacque M. McBride 1131 Richmond Nashville, TN 37216	SAME	129 11 A 822.00

IN ORDER TO CARRY OUT the testamentary bequest and devise under the Will of Julian F. McBride, Deceased, of record in Seventh Circuit of Davidson County, Tennessee, Docket No. 09P-597, **Jacque M. McBride, Executrix of the Estate of Julian F. McBride,** by the power conferred by the Last Will and Testament of Julian F. McBride, and individually, (hereinafter "Grantor") does hereby assign, transfer, convey and quitclaim unto **Jacque M. McBride,** (hereinafter "Grantee") the following lands and property, together will all improvements located thereon, situated in Davidson County, Tennessee, which is described as follows, to-wit:

A certain condominium apartment in Davidson County, Tennessee, described as follows:

Unit No. 103L created under Title 66, Chapter 27, Section 101, et seq., as amended, Tennessee Code Annotated, and as established by the Master Deed for The Cloister at St. Henry, Phase ID, of record in Book 6933, Page 927, as amended by instrument of record in Book 7404, page 766, Register's Office for Davidson County, Tennessee, together with the undivided percentage interest in the common elements appurtenant to said unit, as set forth in said Master Deed. Reference is hereby made to the Plat for The Cloister at St. Henry, Phase ID, attached as Exhibit "B" to said Master Deed for proper identification.

Being part of the property leased to St. Henry's Property Development, Inc. by Ground Lease of record in Book 6922, Page 282, Register's Office for Davidson County, Tennessee.

This being the same property conveyed to Julian F. McBride by Sublease and Conveyance of Condominium Apartment of St. Henry's Property Development, Inc. recorded December 9, 1987 of record in Book 7422, Page 840, Register's Office for Davidson County, Tennessee.

This conveyance and lease is subject to the following:

1. Provisions of Tennessee Code Annotated, Section 64-27-101, et. seq.

2. Conditions, restrictions, options, encumbrances, liens, assessments, easements and undertakings contained in the Master Deed for The Cloister at St. Henry, Phase ID, recorded in Book 6933, Page 927, as amended by instrument of record in Book 7404, Page 766; the Bylaws for The Cloister at St. Henry, recorded in Book 6042, page 650, Book 6519, page 187, Book 7590, page 273, Book 9269, page 285; Instrument No 20020109-0003376; and the Charter of Homeowner's Association of record in Book 6076, page 203, Register's Office for Davidson County, Tennessee.

3. Sanitary Sewer and/or Storm 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. The foregoing conveyance is subject to all other encumbrances, easements, restrictive covenants and other matters of public record as may affect the above described property.

TO HAVE AND TO HOLD the said condominium apartment, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, his, her or their heirs and assigns for the term of the Grantor's ground lease of record in Book 6922, page 282, Register's Office for Davidson County, Tennessee, and any extension thereof 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 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 Owner's Association all obligations of the Grantor under Grantor's Ground Lease, including payment of all real estate taxes assessed against both land and building.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The consideration for this conveyance, per T.C.A. 67-4-409(a)(3)(D), is $-0-.

Jacque M. McBride, Executrix

SUBSCRIBED AND SWORN TO before me this 13th day of May, 2010.

NOTARY PUBLIC

My Commission Expires: 11-7-2012

PHYLLIS R. VAN OLST
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires NOV. 7, 2012

This is improved property known as No. 103L, 822 Marquette Drive, Nashville, Davidson County, Tennessee 37205.

THE PREPARER OF THIS DEED MAKES NO REPRESENTATION AS TO THE DESCRIPTION OF OR STATUS OF TITLE TO THE PROPERTY DESCRIBED HEREIN. THIS DEED HAS BEEN PREPARED SOLELY FROM INFORMATION FURNISHED TO THE PREPARER, WHO MAKES NO REPRESENTATION WHATSOEVER OTHER THAN IT HAS BEEN ACCURATELY TRANSCRIBED FROM THE INFORMATION PROVIDED.

WITNESS my hand this the 13th day of May, 2010.

Jacque M. McBride, Executrix

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Jacque M. McBride, Executrix of the Estate of Julian F. McBride**, and individually, the within named Grantor, with whom I am personally acquainted (or who was identified to me on the basis of satisfactory evidence), and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal, at office, this 13th day of May, 2010.

NOTARY PUBLIC

My Commission Expires: Nov. 7, 2012

PHYLLIS R. VAN OLST
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires NOV. 7, 2012