BOX 10-A

PREPARED BY AND RETURN TO:
PREMIER ESCROW, LLC
4301 HILLSBORO RD., STE. 300
NASHVILLE, TN 37215

SUBLEASE AND CONVEYANCE OF CONDOMINIUM APARTMENT

ADDRESS OF NEW OWNER:	SEND TAX BILL TO:	MAP & PARCEL:
Travis Ford 715 Mt. Carmel Place Nashville, Tennessee 37205	SAME	Map 129-11-0-A Parcel 715.00 CO

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, Lorraine A. Fudge, Unmarried (the "Grantor"), has bargained, sold and leased, and by these presents does hereby transfer, convey and lease unto: Travis Ford and wife, Sheila F. Ford, as to a 99% interest, and Sharon Farrall, Unmarried, as to a 1% interest, Tenants in Common With Rights of Survivorship (the "Grantee"), their heirs and assigns, a certain Condominium Apartment in Davidson County, Tennessee, described as follows, to wit:

Land in Davidson County, Tennessee, being Unit No. 715, created under Title 66, Chapter 27, Section 101, et seq., as amended, Tennessee Code Annotated, and as established by a Master Deed for The Cloister at St. Henry, Phase 1C, of record in Book 6675, page 173, as amended by Amendments to Master Deed of record in Book 6042, page 602, Book 6519, page 187, Book 7590, page 273, Book 9269, page 285, Instrument No. 20020109-0003376, Instrument No. 20080402-0032958 and Instrument No. 20101228-0102374, 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.

Being the same property conveyed to Lorraine A. Fudge by Deed from St. Henry's Property Development, Inc., of record in Book 7022, page 876, said Register's Office.

Deborah Jane Smith and Robert M. Fudge as the sole heirs at law and/or devisees under the Will of the Grantor, join in executing this deed to convey any rights they may have in this property.

BILL GARRETT, Davidson County
Trans:T20110063918 DEEDWARR
Recvd: 10/13/11 10:18 3 pgs
Fees:17.00 Taxes:0.00
20111013-0079605

This conveyance and lease is subject to the following:

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

2. The 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.

3. Easements for Sanitary Sewer and/or Storm Easement of record in Book 4191, Page 157 and Book 6824, page 870, Register's Office for Davidson County, Tennessee.

4. The Master Deed and Bylaws contained instrument of record in Book 6042, Page 602, as amended in Book 6042, page 602, Book 6519, page 187, Book 7590, page 273, Book 9269, page 285, Instrument No. 20020109-0003376, Instrument No. 20080402-0032958 and Instrument No. 20101228-0102374, said Register's Office.

5. Taxes for the year 2011 Map 129-11-0-A, Parcel 715.00CO.

6. The effect of any failure to comply with the terms, covenants and conditions of the sublease referred to herein.

7. Charter in Book 6076, page 203, Register's Office for Davidson County, Tennessee.

This is improved property known as 715 Mt. Carmel Place, Nashville, Tennessee 37205.

TO HAVE AND TO HOLD the said condominium apartment, with the appurtenances, Estate, title and interest thereto belonging to the said Grantees, their 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, 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 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.

This is a transfer of a leasehold interest. Pursuant to Tennessee Code Annotated, Section 67-4-409(a)(2), no transfer tax is due or payable. Pursuant to Tennessee Code Annotated, Section 67-4-409(a)(5), no oath of value is required.

WITNESS my hand this 11th day of October, 2011.

/s/ Lorraine A. Fudge
by Deborah Jane Smith, atty in fact
Lorraine A. Fudge
By: Deborah Jane Smith, Attorney in Fact

/s/ Deborah Jane Smith
Deborah Jane Smith as Devisee and Heir at Law of Lorraine A. Fudge

/s/ Robert M. Fudge
Robert M. Fudge as Devisee and Heir at Law of Lorraine A. Fudge

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this 11th day of October, 2011, before me personally appeared Deborah Jane Smith, to me known to be the person who executed the foregoing instrument on behalf of Lorraine A. Fudge and acknowledged that she executed the same as the free act and deed of Lorraine A. Fudge.

WITNESS my hand this 11th day of October, 2011.

/s/
Notary Public

KEVIN D. MONTGOMERY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires NOV. 7, 2011

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 Deborah Jane Smith and Robert M. Fudge, 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 this 11th day of October, 2011.

/s/
Notary Public

KEVIN D. MONTGOMERY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires NOV. 7, 2011