BILL GARRETT, Davidson County
Trans:T20140010833 DEEDWARR
Recvd: 02/14/14 11:20 3 pgs
Fees:18.00 Taxes:558.70
20140214-0013156

PREPARED BY (AND RETURN TO):

WILKINS & IVEY
Attorneys at Law
104 Woodmont Blvd., Suite 100
Nashville, Tennessee 37205
Phone (615) 298-3312 - Fax 292-8746

Christy Wilkins Ivey *Percy Wilkins, Jr. (retired)*

W & I Ref: DM Title No: 53194

Dav. Co. File: Box 8

ADDRESS NEW OWNER:	**RESPONSIBLE FOR TAX PAYMENT:**
Anthony C. Howland **201 Cana Circle** **Nashville, Tennessee 37205**	New owner

TAX MAP-PARCEL NUMBERS: 129110A20100CO

DEED OF LEASEHOLD INTEREST

FOR AND IN CONSIDERATION of the sum of **$151,000.00,** cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, **Elynor C. Rooney, unmarried,** hereinafter called the **Grantor,** has bargained and sold, and by these presents does hereby transfer and convey unto **Anthony C. Howland** 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, being Unit 201 of The Cloister at Saint Henry, Phase 1A of Lot No. 2, a horizontal property regime pursuant to the Tennessee Horizontal Property Act, as shown on the Plan of record in Book 5200, Page 529 and revised in Book 5200, Page 656, 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.

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 Owners' Association all obligations of the Grantor under Grantors Ground Lease including payment of all real estate taxes assessed against both land and building. 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.

BEING the same property conveyed to Elynor C. Rooney, unmarried, by Warranty Deed from the Estate of Monroe Carell; Monroe J. Carell, Jr. and James W. Carell, Co-Administrators and Devisees, dated February 26, 1991 and recorded on March 5, 1991 of record in Book 8303, Page 709, Register's Office for Davidson County, Tennessee.

Description Reference: Described from information contained in recorded condominium documents.

This conveyance is subject to: Taxes for 2014, and subsequent years; The Plan, with Owner's Certificate, of record in Book 5200, Page 529 as revised in Book 5200, Page 656, 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.: 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,

Document No. 20020109-0003376 and Document No. 20101228-0102374, 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; Stormwater Detention Agreement of record in Book 6824, Page 870, said Register's Office; Easement for sanitary sewer and/or storm drainage of record in Book 4191, Page 157, said Register's Office; terms and conditions of Ground Lease by and between James D. Neidergeses, Bishop of the Diocese of Nashville and St. Henry's Property Development, Inc. in Book 5961, Page 657, said Register's Office.

This instrument is executed on behalf of Elynor C. Rooney by Stephen Rooney pursuant to a Power of Attorney executed by her on the 6th day of April, 2013, of record in Instrument No. 20140131-0008795 Register's Office for Davidson, County, Tennessee. The affidavit of said Attorney in Fact is attached as "Exhibit A' to this instrument and incorporated herein by reference

This is improved property, known as: 201 Cana Circle, 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 3rd day of February, 2014 .

Elynor C. Rooney by Stephen M. Rooney Attorney in Fact

Elynor C. Rooney
By: Stephen Rooney, Attorney-in-Fact

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, **Stephen Rooney** 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 **Elynor C. Rooney**, as Attorney-in-Fact, as the free act and deed of the said Principal.

Witness my hand and official seal at Nashville, Tennessee, this 3rd day of February, 2014.

Notary Public

My Commission Expires:

CHRISTY W. IVEY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY
MY COMMISSION EXPIRES: March 3, 2015

State of Tennessee
County of Davidson

AFFIDAVIT

The undersigned declares under oath that the actual consideration or value, whichever is greater, for this transfer is: **$151,000.00.**

Affiant

CHRISTY W. IVEY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY
MY COMMISSION EXPIRES: March 3, 2015

Sworn and subscribed before me this 3rd day of February, 2014.

Notary Public

EXHIBIT "A"
To
Warranty Deed

FROM: Elynor C. Rooney, unmarried

TO: Anthony C. Howland

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 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.

Stephen M Rooney

Stephen Rooney, Affiant

Sworn to and subscribed before me this 3rd day of February, 2014

Notary Public

My Commission Expires:_____

CHRISTY W. IVEY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

MY COMMISSION EXPIRES:
March 3, 2015