WINDSOR TOWER CONDOMINIUM
UNIT WARRANTY DEED

BOOK 5325 PAGE 799

FROM: WINDSOR TOWER, INC.
TO:
Mrs. Morris Cohen, unmarried

THIS INSTRUMENT PREPARED BY:
A. Harrison Johnson, Jr.
First American Center
Nashville, Tennessee 37238

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mrs. Morris Cohen, unmarried	1st Federal Savings & Loan	103-16-18-307
(NAME)	(NAME)	
4215 Harding Road #307	236 4th Ave., N.	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn. 37205	Nashville, Tn. 37219	
(CITY) (STATE) (P.O.ZIP)	(CITY) (STATE) (ZIP)	

State of Tennessee
County of Davidson ss:

The actual consideration or value, whichever is greater, for this transfer is $ 52,900.00*

Subscribed and sworn to before me, this the 15th day of August, 1978.

Marsha L. Bunyea
Affiant

My commission expires: 10-18-81
(Affix seal)

Bobbie N. Mizelle
Notary Public

(FOR REGISTER'S USE)

FOR AND IN CONSIDERATION of the sum of Fifty-two Thousand Nine Hundred and 00/100---- DOLLARS and other good and valuable considerations, cash in hand paid by Mrs. Morris Cohen, unmarried (the "Grantee" herein), the receipt whereof is hereby acknowledged, the undersigned, WINDSOR TOWER, INC. a Tennessee Corporation, (the "Grantor" herein) has bargained and sold, and by these presents does transfer and convey unto the said Mrs. Morris Cohen, unmarried, her heirs and assigns, a certain interest in land in Davidson County, State of Tennessee, described as follows, to wit:

Being Unit No. 307 as shown on the Plat of WINDSOR TOWER, a condominium, of record in Book 5200, page 71, Register's Office for Davidson County, Tennessee, together with an undivided .503 % interest in common elements of 4215 Harding Road Homeowners' Association, as described in Book 5313, page 338, et seq., said Register's Office.

Being part of the same property conveyed to WINDSOR TOWER, INC., a Tennessee corporation by deed from Windsor Towers, Inc. and Laurence A. Grossman and wife, Dorothy R. Grossman, of record in Book 5257, page 980, Register's Office of Davidson County, Tennessee and Jesse S. Siegel and Gladys Siegel, Co-Executors under the will of Sam Siegel, of record in Book 5257, page 984, said Register's Office.

As part of the consideration for this transfer, Grantee agrees to be bound by the terms, covenants, and restrictions set forth in Master Deed for 4215 Harding Road Homeowners' Association, of record in Book 5313, page 338, and its attendant By-Laws of record in Book 5313, page 338, respectively, in said Register's Office.

Grantor does hereby transfer and sell unto Grantee all fixtures and appliances which might be owned by Grantor and located in the said Unit, including range and refrigerator.

Grantee does hereby transfer, sell and assign unto Grantor all of his/her right, title and interest in and to any occupancy lease which might affect such Unit. In the event that Grantee does have such an interest Grantor has this date paid Grantee a cash consideration for such leasehold interest in the Unit.

AUG16⁷⁸	CONV	52,900.00			
AUG16⁷⁸	S'TAX		B*	137.54	
AUG16⁷⁸	PR'FEE		B*	.50	
AUG16⁷⁸	W'DEED		B*	6.00	* 144.04

Paragraphs 10 & 12 only of a

This conveyance is given subject to the terms, covenants and conditions of a certain "Real Estate Sale Contract" by and between Grantor and Grantee wherein Grantor agreed to sell the Unit and Grantee agreed to purchase the Unit; a copy is available for examination at the office of Grantor, % Home Marketing of America, Tenn., Inc., 2002 Richard Jones Road, Suite C-200A, Nashville, Tenn. 37215. Such "Real Estate Sale Contract" ~~is incorporated by reference as if fully copied herein, but the same~~ shall always be subject to the rights and remedies of any first mortgagee having an interest in the premises, a true copy of paragraphs 10 & 12 of said contract is attached hereto as Exhibit 1 to this deed.

Further, this conveyance is given subject to;

1. 1978 taxes, which have been prorated and adjusted as of the date hereof.
2. The terms and conditions of the Horizontal Property Act of Tennessee, the above Master Deed and By-Laws, the above Condominium Plat, and any amendments thereto.
3. Twenty-foot permanent sanitary sewer and drainage easement and an additional 15-foot temporary construction easement granted to Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 3956, page 943, said Register's Office as described therein and being parallel to the westerly line of said property and running to the southeasterly margin of the Memphis-Bristol Highway.

~~unimproved~~ This is improved ( ) property, known as 4215 Harding Road, Nashville, Tn. 37205
(Number)(Street) PO Address(City)(Zip)

TO HAVE AND TO HOLD the said Unit and undivided interest with the appurtenances, estate, title and interest thereto belonging to the said Mrs. Morris Cohen, unmarried, her heirs and assigns, forever.

And Grantor does covenant with the said Mrs. Morris Cohen, unmarried that it is lawfully seized and possessed of said Unit and undivided interest in fee simple; has a good right to convey it, and the same is unencumbered, except as herein set forth.

And Grantor does further covenant and bind itself, its successors and representatives, to warrant and forever defend the title to the said Unit and undivided interest to the said Mrs. Morris Cohen, her heirs and assigns against the lawful claims of all persons whomsoever.

WITNESS the Grantor's signature this 15th day of August, 1978.

WINDSOR TOWER, INC.

BY: Conrad C. Neuman
Vice-President

ATTEST: Arol Gordon
Asst Secretary

STATE OF ILLINOIS
COUNTY OF COOK

Before me, the undersigned Notary Public for said County and State, personally appeared Conrad C. Neuman with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Vice President of WINDSOR TOWER, INC., the within bargainor, a Tennessee Corporation, and who acknowledged himself to be authorized to execute the foregoing instrument as Vice President of the said corporation, and acknowledged that he, as such Vice President executed the foregoing instrument on behalf of WINDSOR TOWER, INC. as the free act and deed of WINDSOR TOWER, INC. for the purpose therein contained, by signing the name of said corporation on behalf of WINDSOR TOWER, INC., by himself as Vice President.

WITNESS my hand and seal, at office in Chicago, this 15th day of August, 1978.

Diane L. Kurson
NOTARY PUBLIC FOR Cook COUNTY, ILL.

My Commission Expires 3-22-82

Aug 16 2 09 PM 78
FELIX Z. DAVIDSON COUNTY, TENN.
IDENTIFICATION REFERENCE

E8316 2

EXHIBIT 1

Deed of Conveyance

Windsor Tower, Inc.
to
Mrs. Morris Cohen & daughter, Shirley C. Cohen

10. For the purpose of completing the sale promotion of this Condominium Development, SELLER, its agents, successors and assigns, are hereby given full right and authority to maintain on the Property (excluding the subject Unit) until the sale of the last unit, signs, transient parking, sales offices and model units, together with the rights of ingress and egress therefrom for SELLER and any of SELLER's agents, licensees, or invitees.

12. If BUYER receives a tenant or resident credit or any other introductory allowance and thereafter intends to sell the Unit within one year of the closing date, BUYER shall first give SELLER at least forty-five (45) days prior written notice of the proposed sale, which notice shall state the name and address and financial and character references of the proposed purchaser and shall contain a copy of the proposed contract for sale. During the period of forty-five (45) days following the receipt by SELLER of such written notice, SELLER shall have the right at its option to purchase the Unit at the same price as stated in paragraph 3(a) minus any tenant or resident credit or any other introductory allowance given BUYER, and under similar terms and conditions of this contract. If SELLER gives written notice to BUYER within the forty-five (45) day period that it has elected not to exercise such option, or if SELLER shall fail to give written notice within the forty-five (45) day period that it has elected to purchase the Unit, then BUYER may proceed to close the proposed sale at any time within the next ninety (90) days thereafter; if BUYER fails to close within the ninety (90) days, BUYER's ownership of the Unit shall again become subject to SELLER's right of first option as provided herein. If SELLER shall give written notice to BUYER within the forty-five (45) day period of its election to purchase the Unit then such purchase by SELLER shall be closed within thirty (30) days from such notice. If any sale of the Unit is made or attempted within one year of the closing date by BUYER without complying with the foregoing provisions, such sale shall be subject to the option and rights of SELLER hereunder or may be deemed, at SELLER's option, a breach of contract by BUYER entitling SELLER to money damages. The provisions of this paragraph shall survive delivery of the deed.