BK 35

THE CLARIDGE, a Condominium
UNIT WARRANTY DEED

H 4 4 1 4 3

FROM: A. HARRISON JOHNSON, JR.
TRUSTEE FOR THE CLARIDGE COMPANY

TO: DOUGLAS B. CHOPE

IDENTIF. REFERENCE

BOOK 6044 PAGE 772

APR 26 3 53 PM '83

THIS INSTRUMENT PREPARED BY:
A. Harrison Johnson, Jr.
The Law Firm of A. Harrison Johnson, Jr.
12th Floor, First American Center
Nashville, Tennessee 37238

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
DOUGLAS B. CHOPE		117-7B - 104
(NAME)	(NAME)	
3176 Hillsboro Pike	SAME	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37215		
(CITY) (STATE) (P.O. ZIP)	(CITY) (STATE) (ZIP	

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $87,500.

Subscribed and sworn to before me, this the 22nd day of April, 1983.

Affiant

My commission expires: 10-20-85

(Affix seal) Notary Public

(FOR REGISTER'S USE)

FOR AND IN CONSIDERATION of the sum of TEN AND 00/100 ($10.00) DOLLARS and other good and valuable considerations, cash in hand paid by DOUGLAS B. CHOPE, the "Grantee" herein), the receipt whereof is hereby acknowledged, the undersigned Grantor, A. HARRISON JOHNSON, JR., Trustee, with full power to bargain, sell, transfer, lease, convey, encumber or otherwise deal with the within land, without consent of any beneficiary, (the "Grantor" herein), has bargained and sold, and by these presents does transfer and convey unto the said Grantee, DOUGLAS B. CHOPE, his heirs and assigns, a certain interest in land in Davidson County, State of Tennessee, described as follows, to-wit:

> Being Unit No. 104 as shown on the Plat of THE CLARIDGE of record in Book 5800, page 63, Register's Office for Davidson County, Tennessee, together with Storage Room S-12 and Garage No. 2, as shown on said Plat, together with an undivided interest in the common elements of The Claridge Homeowners' Association, all as described in Book 5896, page 607, et seq., said Register's Office.
>
> Being part of the same property conveyed to A. Harrison Johnson, Jr., Trustee of record in Book 5767, pages 483 and 489, 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 The Claridge Homeowners' Association, of record in Book 5896, page 607, and its attendant By-Laws, in said Register's Office.

Grantor does hereby transfer and sell unto Grantee all fixtures and appliances located in the said Unit, including range, refrigerator, ice maker, washer and dryer, among others of the same or a different class.

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This conveyance is given subject to the terms, covenants and conditions having continuing application of a certain "Condominium Unit Sale Contract" by and between The Claridge Company and Grantee, as amended by additions and interlineations, wherein The Claridge Company agreed to sell the Unit and Grantee agreed to purchase the Unit, but nothing in said Contract shall vary or contradict any provision of this deed. A copy of said amended contract is attached hereto as Exhibit A..

Further, this conveyance is given subject to:

1. 1983 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. The lien but not the indebtedness secured by Deed of Trust executed by A. Harrison Johnson, Jr., Trustee, with full power to mortgage, sell, lease, encumber, restrict and convey without the joinder of any beneficiary, to Alan L. Saturn, Trustee, of record in Book 5767, page 486, Register's Office for Davidson County, Tennessee; and Deed of Trust executed by A. Harrison Johnson, Jr., Trustee, with full power to mortgage, sell, lease, encumber, restrict and convey without the joinder of any beneficiary, to Henry Kantor, Trustee, of record in Book 5767, page 492, said Register's Office. Grantor has furnished positive title over-insurance with respect to these liens, pursuant to the Claridge Condominium Unit Sale Contract, wherein Chicago Title Insurance Company agrees to pay, indemnify and defend Grantee, his heirs, devisees, representatives and assigns against liability, loss or damage arising from said deeds of trust .

This is improved property, known as 3176 Hillsboro Pike, Nashville, Tennessee 37215.

TO HAVE AND TO HOLD the said Unit and undivided interest with the appurtenances, estate, title and interest thereto belonging to the said DOUGLAS B. CHOPE, his heirs and assigns, forever.

And Grantor does covenant with the said Grantee, that he 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 himself, his successors and assigns, to warrant and forever defend the title to the said Unit and undivided interest, fixtures and appliances to the said Grantee, his heirs and assigns against the lawful claims of all persons whomsoever, including any persons or entities claiming any interest therein under or through the deeds of trust to Alan L. Saturn, Trustee and Henry Kantor, Trustee, mentioned in paragraph numbered 3 above..

WITNESS the Grantor's signature this 22nd day of April, 1983.

A. HARRISON JOHNSON, JR., TRUSTEE FOR
THE CLARIDGE COMPANY, WITH FULL POWER

By: A. Harrison Johnson, Jr.
A. Harrison Johnson, Jr., Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 22nd day of April, 1983, before me personally appeared A. HARRISON JOHNSON, JR., to me known to be the person who executed the foregoing instrument in behalf of THE CLARIDGE COMPANY, and who acknowledged that he executed the same as the free act and deed of THE CLARIDGE COMPANY.

Witness my hand and and official seal at office in Nashville, Tennessee, the day and year first above written.

Helen D. Wells
NOTARY PUBLIC

MY COMMISSION EXPIRES: 4/20/86

THE CLARIDGE
CONDOMINIUM UNIT SALE CONTRACT BOOK 6044 PAGE 774

THIS AGREEMENT, made by THE CLARIDGE COMPANY ("Seller") and THE CLARIDGE CO.
DOUGLAS R. CHOPE ("Buyer"), whose address is 41 ARVIDA PKWY CORAL GABLES, FL, 33156
(Telephone: business: 321-5401, Home: 305-661-9529):

WITNESSETH:

FOR AND IN CONSIDERATION OF THE CASH SUM OF FIFTEEN THOUSAND ($15,000) DOLLARS (the "Earnest Money"), Seller intends to sell and Buyer intends to purchase Unit # 104 in THE CLARIDGE, a condominium, together with Garage No. 2 or Parking Space No. NE and Storage Area No. 12, all as identified on Final Plans for THE CLARIDGE containing _____ pages, which are located in the Offices of Seller; and

That Seller has this date delivered copies of the following to Buyer: (1) charter of the Association, (2) Master Deed and any amendment thereto, and By-Laws of the Association, and (3) first year's estimated operating budget (hereinafter referred to as the "Final Documents"). Upon Buyer's execution of this Contract, this Contract shall be absolute, the Earnest Money shall be non-refundable and Buyer will be deemed to have accepted this Contract and the form of the Final Documents.

1. Agreement to Sell. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, pursuant to the terms and conditions hereinafter set forth, the above Unit (the "Unit") of THE CLARIDGE (the "Condominium"), together with all right and interest in the limited common elements identified as the above Garage or Parking Space and Storage Area and those relating to the Unit as set forth in the Master Deed for the Condominium as finally recorded in the Register's Office for Davidson County, Tennessee, and affects land located at northeast corner of Stokes Lane at Hillsboro Road, Nashville, Tennessee. The interest to be conveyed includes, without limiting the generality of the foregoing, an undivided 1/21st interest in the Common Elements of the Condominium.

2. Purchase Price. The total purchase price for the Unit shall be DEC $87,500 DM $88,500 DM. Seller hereby acknowledges an Earnest Money deposit in the amount of $15,000, which shall be credited against the Purchase Price DEC $87,500. The balance of the Purchase Price after payment of the Earnest Money shall be payable as follows: ALL CASH
SALE TO BE CLOSED ON OR BEFORE APRIL 25, 1983.

MARKETABLE

3. Exceptions to Title. Seller agrees to convey or cause to be delivered to Buyer a warranty deed conveying ~~good~~ title to the Unit and its appurtenant interest in the Common Elements subject to: (1) current real estate taxes; (2) easements, covenants, restrictions, and building lines of record; (3) encroachments, if any; (4) applicable zoning and building laws or ordinances and the Horizontal Property Act of Tennessee; (5) Master Deed, By-Laws, Condominium Plat and all amendments thereto; and (6) liens and other matters over which a title insurer shall commit to insure against loss, if necessary.

4. Prorations. Real estate taxes, and any other items customarily prorated, are to be adjusted as the date of closing. If the last ascertainable tax bill is assessed on the entire Property, then the tax on the Buyer's Unit shall be computed by multiplying the total bill by the Buyer's percentage interest in the Common Elements.

5. Master Deed; Assessments for Common Expenses. Prior to delivery of the deed hereunder, Seller shall cause to be recorded in the Office of the Register for Davidson County, Tennessee, a Master Deed formally establishing the Condominium. Seller reserves the unilateral right to make any changes therein which might be required by a lender except those affecting Buyer's percentage of ownership in the Common Elements. Buyer will be notified of any such changes made before closing. A Condominium Plat shall be recorded which will substantially reflect THE CLARIDGE's final plans. Buyer agrees that he will assume, and hereby assumes as the date of closing, the obligations, appurtenant to his Unit under the Master Deed, including the obligation to pay monthly assessments in amounts to be determined by THE CLARIDGE Condominium Association (the "Association"), an association of Unit Owners formed to operate and manage the Common Elements. At closing, Buyer agrees to deposit with the Association an amount equal to three months' assessments based on the first budget of the Association for deposit, to the replacement and operating reserve accounts. Seller shall require a three (3) months' assessment to be paid to the Association by all Buyers of Units in the Condominium. This assessment is non-refundable from the Association.

6. Default. The Earnest Money shall be held by Seller. If Buyer defaults under the terms of this Contract and any supplemental written agreements made between the parties, then at the option of Seller all sums paid may be forfeited as liquidated damages and shall be retained by Seller, and this Contract shall become null and void, or Seller may elect any other available remedy. In the event Seller shall not or be unable to deliver title to the Unit as herein provided for any reason, this Contract shall become null and void and the Earnest Money shall be returned to Buyer. The liability of Seller shall be limited to the return of Buyer's Earnest Money. Tender of deed or purchase money shall not be necessary where the other party has defaulted.

7. Selections; Substitutions. Some of the items shown on the final plans and specifications for the Unit require that a choice or selection be made. If Buyer has not delivered Seller a form making such selections within twenty-one (21) days after Seller's request, then Seller may make such selections for Buyer. Seller reserves the right to pay Buyer cash equal to allowance and/or to make substitutions in the brand, model or any other item on the Unit floor plan and specifications for the Unit, as long as cash is substituted equal to the allowance and/or the item substituted is equal in quality and value.

8. Rights of Seller to Maintain Sales Office, etc. For the purpose of completing the sales promotion of this Condominium, Seller, its agents, successors and assigns, are hereby given full right and authority to maintain on the Property (excluding the subject Unit) at no cost to the Seller in excess of uniform assessment until the sale of the last unit, signs, transient parking, sales offices and model units, together with rights of ingress and egress therefrom for the Seller and any of Seller's agents, licensees, or invitees.

LEGIBILITY OF WRITING, TYPING OR PRINTING
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

9. No Assignment of Contract. Buyer shall not assign, set over, or transfer this Contract or any of Buyer's rights or interests, hereunder without the prior written consent of Seller, and at Seller's option, any such purported assignment shall be void and of no effect.

10. Agent's Compensation. Buyer represents that N/A brought about this sale and that no other agent or broker was instrumental in submitting, showing or selling the Unit to him. Seller shall be responsible for broker's compensation in an amount agreed upon in a separate instrument. No compensation shall be earned until closing.

11. Damage Prior to Closing. If, prior to delivery of the deed hereunder, the Unit shall be destroyed or materially damaged by fire, this Contract shall, at the option of the Buyer, become null and void, and the Earnest Money shall be returned by Seller. The liability of Seller shall be limited to the return of the Earnest Money.

12. Contract as Entire Agreement. This Contract constitutes the entire agreement between the parties. Advertising presentations and illustrations constitute general concepts only and are subject to change and modifications by seller. NO REPRESENTATIONS, WARRANTIES, UNDERTAKINGS, OR PROMISES, WHETHER ORAL, IMPLIED, OR OTHERWISE, CAN BE MADE OR HAVE BEEN MADE BY EITHER SELLER OR ITS AGENTS OR BROKERS, TO BUYER OR ANYONE UNLESS EXPRESSLY STATED HEREIN OR UNLESS MUTUALLY AGREED IN WRITING BY THE PARTIES. ALL AMENDMENTS, SUPPLEMENTS OR RIDERS HERETO, IF ANY, SHALL BE IN WRITING EXECUTED BY BOTH PARTIES AND ATTACHED TO THIS CONTRACT. THERE IS NO WARRANTY ON WORKMANSHIP AND MATERIALS IN EXCESS OF ONE YEAR FROM THE DATE OF ISSUANCE OF CERTIFICATE OF OCCUPANCY FOR THE UNIT.

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13. Closing. It is understood by Buyer that at such time as Seller begins to close sale of units, financing requirements may necessitate that, at least initially, closings be held in escrow. Buyer agrees to appear at the closing at a place and time as advised by Seller, but not later than December 31, 1982. Closing shall be held within fifteen (15) days of issuance of certificate of occupancy.

14. Grantee. If the Buyer are husband and wife, they represent that they desire to take title as tenants by the entireties.

15. Disputes after Closing. In the event that Buyer should become dissatisfied with this sale for any reason whatsoever, or if Buyer should be dissatisfied with or finds some fault with his Unit or the condominium property as a whole within 121 months after closing, Seller reserves the right to repurchase the Unit from Buyer at the price equal to the above Purchase Price, (less any introductory resident or tenant allowance, closing cost allowance or other benefit given Buyer by Seller) and by Seller's depositing the cash difference between such Purchase Price and any existing loan secured by a first deed of trust on the Unit with a title insurance company of Seller's choice, and Seller's agreeing to assume such first deed of trust, Buyer will execute a quitclaim deed to Seller and deliver same to Seller upon Seller's demand. Such repurchase will be in full settlement and mutual release between Buyer and Seller, their agents and employees, of any claims of Buyer arising out of this Contract or the sale hereunder.

16. Severability. If any provision of this Contract, or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Contract and of the application of any such provision, in any other circumstances shall not be affected thereby and the remainder of this Contract shall be construed as if such invalid part had never been included therein. The terms, conditions and provisions of this Contract shall survive delivery of the deed.

17. Miscellaneous. The paragraph headings contained in this Contract are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Contract. Wherever appropriate in this Contract, the singular denotes the plural, and the masculine denotes the feminine. Time is of the essence of this Contract.

18. Notices. Any written notice to be given hereunder shall be in writing and sent by registered or certified mail, return receipt requested, to the Buyer at the address of Buyer shown above, and to the Seller c/o 2700 12th Avenue South, Nashville, Tennessee 37204, or to such other address as either party may hereafter designate to the other in writing. Except as otherwise expressly provided herein, the date of mailing shall be deemed to be the date of the giving of notice, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address.

19. This Agreement shall inure to the benefit of and be binding upon the heirs, administrators, successors and assigns of the parties hereto; this Agreement is not assignable without Seller's consent. Buyer shall make reference to this Agreement in all deeds affecting the Unit.

DBC [redacted] SELLER TO FURNISH TO THE BUYER AN OWNER'S TITLE POLICY AT SELLER'S EXPENSE WITH CHICAGO TITLE. DBC DH

ACCEPTED this 8th day of April, 1983

SELLER:

THE CLARIDGE COMPANY

BY [signature]

DATED this 8 day of April, 1983.

BUYER:

Douglas B Chope

LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

OFFICIAL RECEIPT

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF Ingram

FOR

BOOK 6044 PAGE 776

CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
CO TX -STATE TAX CONVEY
MO TX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			67500.00- CO	
			227.50 CO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	240.00-
3017A	04/26/83		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

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IDENTIF. REFERENCE

APR 26 3 53 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 944667