(1)

Book 31
Page

THIS INSTRUMENT PREPARED BY:
J. Michael Morgan
ORTALE, KELLEY, HERBERT & CRAWFORD
200 Fourth Avenue North
Nashville, TN 37219-0375

Instr:200007270074166 Page: 1 OF 3
REC'D FOR REC 07/27/2000 11:19:51AM
RECORD FEE: $15.00
M. TAX: $0.00 T. TAX: $851.00

WARRANTY DEED

Name and Address of New Owner:
Philip H. Schulz and Kay P. Schulz
228 Windsor Terrace Drive
Nashville, Tennessee 37221

Send Tax Bills To:
SunTrust Mortgage, Inc.
P.O. Box 57028
Irvine, California 92619-7028

Street Address of Subject Property:	**Map-Parcel No:**
228 Windsor Terrace Drive	**Map 143**
Nashville, Tennessee 37221	**P/O Par. 44**

FOR AND IN CONSIDERATION of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **GIANIKAS CONTRACTORS, INC., A TENNESSEE CORPORATION,** hereinafter called **"GRANTOR,"** has bargained and sold, and by these presents do transfer and convey unto **PHILIP H. SCHULZ AND WIFE, KAY P. SCHULZ,** hereinafter called **"GRANTEES,"** their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

A Condominium Unit in Davidson County, Tennessee, being Unit 228 as shown on the Final Plat of Phase 5, Windsor Terrace Condominiums, of record in Book 11190, page 93, Register's Office for Davidson County, Tennessee.

Being part of the same property conveyed to Gianikas Construction, Inc., by Quitclaim Deed from Steven G. Hall, Trustee of record in Book 8349, page 65, Register's Office for Davidson County, Tennessee.

The Grantees hereto join in the execution of this instrument for the purpose of acknowledging and accepting all terms, conditions, covenants, restrictions, options, burdens, assessments and other undertakings contained in the Master Deed establishing Windsor Terrace Condominiums, of record in Book 7150, page 921, as amended in Book 7436, page 667, re-recorded in Book 7464, page 297, Book 7661, page 40, Book 7729, page 206 and Book 7980, page 717, Register's Office for Davidson County, Tennessee, and the By-Laws for the administration thereof.

PHS KPS

The conveyance of the above described parcel of land is subject to the following:

1. 2000 Davidson County taxes which have been prorated by the parties and assumed by the Grantees; and

2. All matters shown on the Plan of record in Book 6250, page 869 and Book 11190, page 93, Register's Office for Davidson County, Tennessee; and

3. The premises herein described is a condominium apartment established pursuant to the provisions of the Tennessee Horizontal Property Act as the same is set out in Section 66-27-101, et seq. of the Tennessee Code Annotated, and is subject to the provisions and requirements thereof; and is subject to the By-Laws for the administration thereof; also subject to easements, rights and interests in favor of other unit owners, and all sewer, water, electrical, telephone and other utility easements now or hereafter established over, through or upon the land embracing the regime and buildings thereof; and also including, without limitation, all conditions, covenants, restrictions, options, burdens, assessments and other undertakings contained in the Master Deed establishing a Horizontal Property Regime of Wallace Terrace Condominiums of record in Book 7150, page 921, amended in Book 7436, page 667, re-recorded in Book 7464, page 297, Book 7661, page 40, Book 7729, page 206 and Book 7980, page 717, Register's Office for Davidson County, Tennessee; as further amended by Fifth Amendment to Master Deed of record as Instrument No. _____ in the Register's Office for Davidson County, Tennessee, which annexes Phase 5 to the Master Deed as well as amending other provisions thereof.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns, forever, and GRANTOR does covenant with the said GRANTEES that they are lawfully seized 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; and GRANTOR does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS our hands this 26th day of July, 2000.

(SIGNATURES OF THE PARTIES APPEAR ON THE FOLLOWING PAGE)

PHILIP H. SCHULZ

KAY P. SCHULZ

GIANIKAS CONTRACTORS, INC.

By: _____
JOHN GIANIKAS, VICE PRESIDENT

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 26th day of July, 2000, before me personally appeared Philip H. Schulz and Kay P. Schulz, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as their free act and deed.

_____
Notary Public

My Commission Expires: _____

NOTARY PUBLIC AT LARGE
J. Michael Morgan
My Commission Expires
July 28, 2001

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of said County and State, personally appeared John Gianikas, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Vice President (or other officer authorized to execute the instrument) of Gianikas Contractors, Inc., the within named bargainor, a Tennessee corporation, and that he as such Vice President executed the foregoing instrument for the purposes therein contained, be signing the name of the corporation by himself as Vice President.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC AT LARGE
J. Michael Morgan
My Commission Expires
July 28, 2001

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

The actual consideration or value whichever is greater, for this transfer is $230,000.00.

_____
Affiant

Subscribed and sworn to before me, this the 26th day of July, 2000.

_____
NOTARY PUBLIC

My commission expires: _____

NOTARY PUBLIC AT LARGE
J. Michael Morgan
My Commission Expires
July 28, 2001