

Scotia

UNIT DEED

SEC 30.78

BLK 1

LOT 1605

93 2299

437 912

THIS INDENTURE made this 11th day of June, 1993, between BROOKVIEW COURT, INC., a New York Corporation, having its principal office at 117 Turnbull Street, Schenectady, New York 12306, the "Grantor" and THOMAS F. NEALON and MARY F. NEALON, his wife, presently residing at 1829 ALBANY STREET, SCHENECTADY, NY 12304, the "Grantee."

W I T N E S S E T H :

That the Grantor, in consideration of One and More Dollars (\$1.00 and more), lawful money of the United States, paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee forever:

All that certain piece or parcel of real property, with the improvements therein contained, situate and being a part of a Condominium in the Village of Scotia, County of Schenectady and State of New York known and designated as the following Unit and undivided interest in the Common Elements of the Condominium hereafter described, as the same is defined in the Declaration of Condominium hereinafter referred to as:

Unit No. 1605 Cambridge Manor Drive, together with a 2.27% undivided interest in the Common Elements, commonly known as Cambridge Manor Condominiums.

The real property above described is shown on the Plans of a Condominium certified by Walter Roy Scott, AIA, Licensed Architect, as defined in the Declaration of the Condominium entitled STERLING MANOR CONDOMINIUM made by the Grantor under Article 9-B of the New York Real Property Law dated October 29, 1991 and recorded in the Schenectady County Clerk's Office on the 1st day of November, 1991 in Liber 1320 of Deeds at Page 73 and amended December 16, 1992 and recorded in the Schenectady County Clerk's Office on the 18th day of December, 1992 in Liber 1365 of Deeds at Page 7 covering the properties therein described.

TOGETHER WITH the appurtenances and all the estate and rights of the Grantor in and to the Unit;

TOGETHER WITH AND SUBJECT TO all easements in favor of the Unit(s) or in favor of other Units or the Common Elements;

TOGETHER WITH AND SUBJECT TO an easement for the continuance of all encroachments by the Unit(s) on any adjoining Unit(s) or Common Elements now existing as a result of construction of the Building in which the Unit is located or which may come into existence hereafter as a result of settling or shifting of the Building, or as a result of repair or restoration of the Building or of the Unit(s) after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration to the Common Elements, so that any such encroachments may remain so long as the Building shall stand;

TOGETHER WITH AND SUBJECT TO an easement in common with the Owners of other Units to use any pipes, wires, ducts, cables, conduits, public utility lines, and other Common Elements located in any of the other Units or elsewhere on the Condominium Property, and serving the Unit(s);

TOGETHER WITH AND SUBJECT TO the provisions, benefits, rights, privileges, easements, burdens, covenants and restrictions of the Declaration and of the By-Laws of the Condominium recorded simultaneously with and as a part of the Declaration as the same may be amended from time to time by instruments recorded in the Office of the Clerk of Schenectady County which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though such provisions were recited and stipulated at length herein;

TOGETHER with the benefits and subject to the burdens of other easements, agreements, rights of way and restrictive covenants of record, if any;

TO HAVE AND TO HOLD the same unto the Grantee, the heirs or successors and assigns of the Grantee, forever.

AND the Grantor covenants that the Grantor has not done or suffered anything whereby the said premises have been encumbered in any way whatsoever, except as aforesaid.

AND the Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvement and will apply the same first to the payment or the cost of the improvement before using any part of the same for any other purpose.

AND the Grantor is making this transfer in the normal course of business and this Property does not constitute all, or substantially all, of the assets of the corporation.

AND the Grantee, by acceptance of this deed, accepts and ratifies the provisions of the Declaration and By-Laws of the Condominium recorded simultaneously with and as a part of the Declaration and the Rules and Regulations of the Condominium, and agrees to comply with all the terms and provisions thereof as the same may be amended from time to time by instruments recorded in the Office of the Schenectady County Clerk.

AND the Grantor covenants that the Grantee shall quietly enjoy said premises and that the Grantor will forever warrant the title to said premises.

The use for which the Unit is intended is that of a residence only, subject to the applicable governmental regulations and the restrictions contained in the Declaration.

BEING a portion of the real property conveyed to the Grantor herein by deed dated May 8, 1989 and recorded in the Schenectady County Clerk's Office on May 9, 1989 in Book 1224 of Deeds at Page 89.

The terms "Grantor" and "Grantee" shall be read as "Grantors" and "Grantees" whenever the sense of this deed so requires.

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this deed the day and year first above written.

BROOKVIEW COURT, INC., Grantor

BY: *[Signature]*

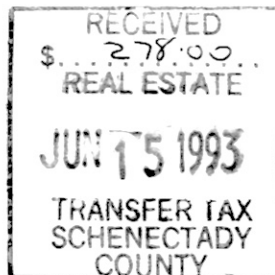
TITLE: *[Signature]*



Thomas R. [Signature]
Grantee

Mary E. Deaton
Grantee

003393



COUNTY CLERK'S
OFFICE
JUN 15 AM 10:02
SCHENECTADY, N.Y.

STATE OF NEW YORK)
COUNTY OF ALBANY)

On this 11th day of June, 1993, before me personally came Michael Pigliavento, to me known, who being by me duly sworn, did depose and say that he resides at 29 Keator Drive Schenectady, New York 12306; that he is the Sec./Treas. of Brookview Court, Inc., the corporation described in, and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Janice E. Mann
Notary Public

NOTARY PUBLIC
QUALIFIED IN N.Y.
#4855
COMMISSION EXPIRES APRIL 1, 1994

STATE OF NEW YORK)
COUNTY OF Albany)

On this 11th day of June, 1993, before me personally appeared Thomas F. Nealon and Mary F. Nealon, to me known to be the person described in and who executed the within Instrument and (s)he duly acknowledged that (s)he executed the same.

Gregory S. Lisko Notary Public - STATE OF NEW YORK
Qualified in Albany County
Comm. Expires 2-14-95

STATE OF NEW YORK)
COUNTY OF)

On this ____ day of _____, 19__, before me personally appeared _____, to me known to be the person described in and who executed the within Instrument and (s)he duly acknowledged that (s)he executed the same.

Notary Public

R+Rto Thomas F. Nealon
1605 Cambridge Manor Dr.
Scotia, N.Y. 12302