Prepared By:
Grace Title & Escrow
6077 Primacy Parkway
Memphis, TN 38119

(2)

WARRANTY DEED

THIS INDENTURE, made and entered into this 30th day of July, 2004, by and between **Primacy Closing Corporation, a corporation organized under the laws of Nevada, party of the first part**, and Joseph G. Miller and Linda M. Miller, husband and wife, party of the second part.

WITNESSETH: That for the consideration hereinafter expressed the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, situated and being in the County of Davidson, State of Tennessee:

Lot 3, Bellebrook, as shown on plat of record in Plat Book 5200, Page 442, as amended in Book 5982, page 32, Book 6087, page 957 and Book 6941, page 122 in the Register's Office, Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed to the Grantors in Warranty Deed of record in Instrument No. 20040806 0094974, in said Register's Office.

TO HAVE AND TO HOLD The aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, their heirs and assigns in fee simple forever.

And the said party of the first part does hereby covenant with the said party of the second part that they are lawfully seized in fee of the aforedescribed real estate; that they have a good right to sell and convey the same; that the same is unencumbered, except for:

All matters of record, including without limitation, all real property taxes, not yet due and payable, which grantee hereby assumes and agrees to pay;
Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Bellebrook, as recorded in Plat Book 5200, Page(s) 442 amended at Plat Book 5982, Page 32 amended at Plat Book 6087, Page 957 amended at Plat Book 6941, Page 122; Declaration of Covenants, Conditions and Restrictions recorded in Book 5938, Page 212, Book 6029, Page 807, Book 9438, Page 564 and Book 9596, Page 930, Charter recorded at Book 9428, Page 754; Easement for Driveway Agreement granted to Ira J. Hecman by recorded in Book 8444, Page 544; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c), all in said Register's Office.

And we do further covenant and bind ourselves, our heirs and representatives, 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.

THE CONSIDERATION for this conveyance is as follows: Ten ($10.00) Dollars cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged.

The word "party" as used herein shall mean "parties" if it refers to more than one person or entity, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the said party of the first part the day and year first above written.

Davidson County DEEDWARR
Recvd: 08/06/04 10:45 2pgs
Fees:13.00 Taxes:2997.00
20040806-0094975

Signed By:
Primacy Closing Corporation

R. A. B

Signature

State of TN

County of Shelby

Before me, a Notary Public, in and for said State and County, duly commissioned and qualified, personally appeared Ross A. Boswell, with whom I am personally acquainted, and who, upon oath, acknowledged himself/herself to be the Vice President of Primacy Closing Corporation, the within named bargainor, a corporation, and that he/she as such _____ being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation, by himself/herself as such _____.

WITNESS my hand and official seal, this 22 day of July, 2004.

Notary Public

My commission expires: 10/16/07

PHYLLIS WRIGHT NOTARY PUBLIC AT LARGE SHELBY COUNTY, TN My Commission Expires Oct. 16, 2007

State of Tennessee

County of Williamson

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $ 810,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this the 30th day of July, 2004.

Notary Public

My commission expires: 7-29-07

MANDY R. BAIRD NOTARY PUBLIC AT LARGE WILLIAMSON COUNTY, TN

(SPACE BELOW THIS LINE FOR STATISTICAL AND RECORDING DATA ONLY)

PROPERTY ADDRESS:
103 Bellebrook Circle
Nashville, Tn 37205

MAIL TAX NOTICES TO:
Josepph G. Miller and Linda M. Miller
103 Bellebrook Circle Nashville, Tn 37205

NAME AND ADDRESS OF PROPERTY OWNERS:
SAME

PARCEL NUMBER: 130-5A-3