WARRANTY DEED

Davidson County DEEDWARR
Recvd: 01/04/05 12:08 2 pgs
Fees:13.00 Taxes:995.76
20050104-0001136

THIS INDENTURE, made and entered into this 15th day of December, 2004, by and between **Louis F. Caputo, an unmarried person**, party of the first part, and **Primacy Closing Corporation, a corporation organized under the laws of Nevada,** 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 2, FIRST REVISION, RICHLAND REALTY, COMPANY'S WEST LAWN Subdivision, as shown on plat of record in Plat Book 9700, Page 727, 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 Louis F. Caputo, unmarried by Warranty Deed from Tom Fussell and Kevin Gangaware, both unmarried, recorded the 1st day of August, 2003 in Instrument No. 20030801-0109237, in the Register's Office of Davidson County, Tennessee.

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; Liability as to taxes resulting from supplemental, revised or correction assessments pursuant to the provisions of Tennessee Code Ann 67-5-603, et seq.; Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of FIRST REVISION, RICHLAND REALTY, COMPANY'S WEST LAWN SUBDIVISION, as recorded in Plat Book 9700, Page(s) 727, 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).

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.

Louis F. Caputo

68713/

STATE OF Tennessee

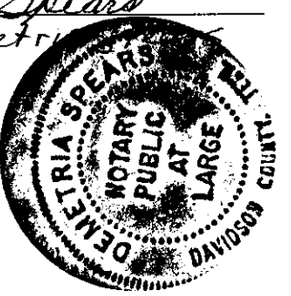
COUNTY OF Sumner

Personally appeared before me, the undersigned, a Notary Public in and for the said County and State, duly commissioned and qualified, **Louis F. Caputo,** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and seal, this 18 day of October, 2004.

Demetria Spears
Notary Public Demetr

My commission expires: 3-23-05



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 $ 269,125.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Brenda D Carnold
Affiant

Subscribed and sworn to before me this the 15th day of December, 2004.

Notary Public

My commission expires: 7/29/07

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

PROPERTY ADDRESS:
4005 Westlawn Avenue
Nashville, TN 37209

MAIL TAX NOTICES TO:
Primacy Closing Corporation
6077 Primacy Pkwy., #300
Memphis, TN 38119

NAME AND ADDRESS OF PROPERTY OWNERS:
Primacy Closing Corporation
6077 Primacy Pkwy., #300
Memphis, TN 38119

TAX PARCEL NO.: 103-8-292

Prepared By:
Grace Title & Escrow, Inc.
6077 Primacy Parkway, #121A
Memphis, TN 38119

Return To: