Davidson County DEEDWARR
Recvd: 01/05/05 10:29 2 pgs
Fees:13.00 Taxes:845.65
20050105-0001745

WARRANTY DEED

THIS INDENTURE, made and entered into this 30th day of December, 2004, by and between **Robert P. Riesterer and Michele L. Riesterer, husband and wife,** 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 83, Unit 1502, BELLEVUE COMMONS TOWNHOMES Condominiums, as established under Master Deed of record in Instrument No. 200007200071772 re-recorded in Instrument No. 200008280084760, in the Register's Office, Davidson County, Tennessee, to which master deed reference is hereby made for a more particular description of said unit, together with an undivided interest in the common elements as shown on said master deed.

Being the same property conveyed to Robert P. Riesterer and Michele L. Riesterer, husband and wife by Warranty Deed from Pulte Homes Tennessee Limited Partnership, a Nevada limited partnership, recorded the 4th day of October, 2001 in Instrument No. 20011004-0107875, 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; Conditions, covenants, reservations, requirements, restrictions, options, burdens, agreements, undertakings, assessments and other provisions contained in or incorporated by reference into the Master Deed establishing BELLEVUE COMMONS TOWNHOMES Condominium of record in Instrument No. 200007200071772 re-recorded at Instrument No. 200008280084760 , as amended by instrument(s) of record in ; 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 building thereon; Charter of Bellevue Commons Towhomes Association, Inc. recorded at Instrument Nos. 200007200071771 amended at Instrument Nos. 20000915-0091868 and 20001009-0100204; Easement for public utilities, recorded in Book 11426, Page 63; Easement for highway purposes, recorded in Book 5202, Page 736; Easement for ingress/egress, recorded in Book 7308, Page 762; 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.

Robert P. Riesterer

Robert P. Riesterer

Michele L. Riesterer

Michele L. Riesterer

STATE OF Wisconsin

COUNTY OF Fond du Lac

Personally appeared before me, the undersigned, a Notary Public in and for the said County and State, duly commissioned and qualified, **Robert P. Riesterer,** 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 18th day of December, 2004.

Notary Public

My commission expires: 9-25-2005

STATE OF Wisconsin

COUNTY OF Fond du Lac

Personally appeared before me, the undersigned, a Notary Public in and for the said County and State, duly commissioned and qualified, **Michele L. Riesterer,** 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 18th day of December, 2004.

Notary Public

My commission expires: 9-25-2005

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 $174,500.00, 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 December, 2004.

Notary Public

My commission expires: 7/29/07

BELOW THIS LINE FOR STATISTICAL AND RECORDING DATA ONLY)

PROPERTY ADDRESS:
7252 Hwy. 70 S #1502
Nashville, TN 37221

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 Number: 142-7F-083.00

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

Return To:

CONSUMER TRUST TITLE & ESCROW LLC
219 WARD CIRCLE, STE 3
BRENTWOOD, TN 37027