WARRANTY DEED

THIS INDENTURE, made and entered into this 11th day of February, 2005, by and between **Michael E. Cottrell, unmarried,** party of the first part, and **Primacy Closing Corporation, a corporation existing 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 209, PHASE TWO, OAK HIGHLANDS Planned Unit Development, as shown on plat of record in Instrument No. 199912130302267, 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 from Yazdian Construction, Inc., A Tennessee Corporation to Michael E. Cottrell, unmarried dated March 8, 2001 and recorded March 9, 2001 of record in Instrument No. 200103090022707, Register's Office for 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 PHASE TWO, OAK HIGHLANDS , as recorded in Instrument No. 199912130302267, P.U.D. Boundary in Book 6900, Page 431; Declaration of Covenants, Conditions and Restrictions recorded in Book 7350, Page 24 re-recorded in Book 7367, Page 587 amended in Book 8765, Page 77 and Instrument No. 200004280042354 , 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); Terms and provisions of by-Laws of Oak Highlands Homeowner's Association Inc. recorded in Book 7367, Page 615 amended in Book 8765, Page 90; Terms and provisions of the Articles of Incorporation of Oak Highlands Homeowner's Association Inc. , recorded in Book 7337, Page 529 amended in Book 8765, Page 100; Deed of Conveyance as to Open Space recorded at 2000050200440, 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.

Michael E. Cottrell

Davidson County DEEDWARR
Recvd: 02/18/05 13:25 2 pgs
Fees:13.00 Taxes:846.93

20050218-0018613

STATE OF Georgia

COUNTY OF Fulton

Personally appeared before me, the undersigned, a Notary Public in and for the said County and State, duly commissioned and qualified, **Michael E. Cottrell,** 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.

NOTARIZE

Hollyanne W. Thompson

Notary Public

My commission expires:
September 27, 2008

HOLLYANNE W. THOMPSON NOTARY PUBLIC CHEROKEE COUNTY, GEORGIA MY COMMISSION EXPIRES SEPT. 27 2008

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 $ 228,900.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Brenda D Cornell

Affiant

Subscribed and sworn to before me this the 11th day of February, 2004. 2005.

Lauren M Rickels

Notary Public

Lauren M Rickels State of Tennessee Notary Public Williamson County

My commission expires: 1-20-09

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

PROPERTY ADDRESS:

717 Canoe Ridge Point
Antioch, TN 37013-9999

MAIL TAX NOTICES TO:

NEW OWNER

NAME AND ADDRESS OF PROPERTY OWNERS:
Primacy Closing Corp.
717 Canoe Ridge Point, Antioch, TN 37013-9999

TAX PARCEL NO.: 173-4A-209CO

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

ReturnTo: