WARRANTY DEED

THIS INDENTURE, made and entered into this 17th day of February, 2005, by and between **Primacy Closing Corporation, a corporation organized under the laws of Nevada**, party of the first part, and Steven T. Coles and wife, Cristie L. Coles, 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 16, Rivers Edge Section Two, Jackson Downs Phase Two, as shown on plat of record in Plat Book 9700, Page 414, in the Register's Office of 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 at Instrument Number ✱ **in said Register's Office.**
✱ 20050222-0019353

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; Subdivision restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Rivers Edge Section Two, Jackson Downs Phase Two, as recorded in Plat Book 9700, Page 414 and Plat Book 7900, Page 556; Declaration of Covenants, Conditions, and Restrictions recorded in Plat Book 9280, Page 334, and Plat Book 1109, Page 1; Easement for Declaration of Drainage Easements recorded in Plat Book 9857, Page 77; Bylaws recorded in Plat Book 9280, Page 356 and Plat Book 11098, Page 21; all in said register's office, 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) 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: 02/22/05 15:30 2 pg
Fees:13.00 Taxes:647.50
20050222-0019354

Signed By:
Primacy Closing Corporation

Signature

State of Tennessee

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 vice President 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 vice President.

WITNESS my hand and official seal, this 8th day of February, 2005.

Notary Public

My commission expires: 10-16-07

BROOKE ANN SIMS NOTARY PUBLIC AT LARGE SHELBY COUNTY, TN My Comm. Exp. 10-16-07

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 $ 175,000.00, 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 17th day of February, 2005.

Notary Public

My commission expires: 11-2-08

FREDERICA N. MAXWELL STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY Commission Exp. Nov. 10, 2008

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

PROPERTY ADDRESS:
209 River Walk Court
Nashville, TN 37214

MAIL TAX NOTICES TO:
Capital Bank + Trust Co.
1820 West End Ave
Nashville, TN 37203

NAME AND ADDRESS OF PROPERTY OWNERS:
Steven T. Coles
209 RIver Walk Court
Nashville, TN 37214

TAX PARCEL NO.: 85-12-A-14

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

Return To: