Davidson County DEEDWARR
Recvd: 03/21/05 10:22 2 pgs
Fees:13.00 Taxes:534.65
20050321-0030347

WARRANTY DEED

THIS INDENTURE, made and entered into this 18th day of March, 2005, by and between **Primacy Closing Corporation, a corporation organized under the laws of Nevada**, party of the first part, and Russell L. Church and wife, Jeannerae Church 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 190, PEPPERTREE FOREST, SECTION 15, as shown on plat of record in Plat Book 7900, Page 574, 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 at Instrument Number _____ in said Register's Office.
20050321-0030346

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 PEPPERTREE FOREST, SECTION 15, as recorded in Plat Book 7900, Page(s) 574; Covenants, Conditions and Restrictions as set forth in Instrument recorded in Book 9036, Page 719 , 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.

Signed By:
Primacy Closing Corporation

_____
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 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 2nd day of February, 2005

TYSON GRAHAM NOTARY PUBLIC AT LARGE SHELBY COUNTY, TN

Notary Public

My commission expires:

My Commission Expires September 27, 2006

STATE OF TN

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 $ 144,500.00, 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 18th day of March, 2005.

Notary Public

My commission expires: 7/29/07

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

PROPERTY ADDRESS:
5004 Trailwater Drive
Antioch, TN 37013

MAIL TAX NOTICES TO:
Countrywide Home Loans
4500 Park Granada ; Calabasas, CA 91302

NAME AND ADDRESS OF PROPERTY OWNERS:
Russell L. Church
5004 Trailwater Drive
At XX Antioch, TN 37013

TAX PARCEL NO.: 176-2-20

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

Return To: