Return to:
Rudy Title & Escrow, LLC
2012 21st Avenue South
Nashville, TN 37212

WARRANTY DEED

Davidson County DEEDWARR
Recvd: 07/14/05 15:05 3 pg
Fees:18.00 Taxes:666.00
20050714-0081935

THIS INDENTURE, made and entered into this 17th day of June, 2005, by and between **ANTHONY GAST and BETH McCOMBS GAST (formerly known as Beth McCombs),** 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 11, PHASE TWO, SECTION SEVEN, TOWNHOMES OF FREDERICKSBURG Subdivision, as shown on plat of record in Plat Book 9700, Page 957, 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 Beth McCombs, an unmarried woman, from Pulte Homes Tennessee Limited Partnership, by virtue of Warranty Deed as recorded on 03/06/2000 in Instrument Number 200003060021775, in the 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; restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of PHASE TWO, SECTION SEVEN, TOWNHOMES OF FREDERICKSBURG, as recorded in Plat Book 9700, Page(s) 957, 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); covenants, conditions and restrictions as set forth in Declaration of Covenants, Conditions and Restrictions recorded in Book 7798, Page 843, as amended in Book 8920, Page 65, Book 9500, Page 393 and Book 10224, Page 683; Book 9860, Page 840, Book 10694, Page 541, Book 10126, Page 435, as amended in Instrument Number 200007180070558; Book 10294, Page 850 and Book 11682, Page 75, 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 Fredericksburg Homeowner's Association, Inc., recorded in Book 8920, Page 45; Book 10126, Page 486; Book 10694, Page 539; Book 10275, Page 959; Book 10453, Page 931; Book 11550, Page 531 and Book 11550, Page 554; Charter of Fredericksburg Homeowner's Association recorded in Book 8920, Page 40; Book 10126, Page 430 and Book 11550, Page 529; easements recorded in Book 7358, Page 643; Book 7993, Page 269; Book 7851, Page 712; Book 9607, Page 431; Book 10012, Page 756; Book 9698, Page 81; Book 9698, Page 124 and Book 10709, Page 143; Dedication of Common Area recorded in Book 11753, Page 208; 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 party of the second part, 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.

Anthony Gast

Anthony Gast

Beth McCombs Gast

Beth McCombs Gast

STATE OF Oregon

COUNTY OF Washington

Personally appeared before me, the undersigned, a Notary Public in and for the said County and State, duly commissioned and qualified, *Anthony Gast, 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 3 day of June, 2005.

* Beth McCombs Gast and

Katie Scott

Notary Public

My commission expires:
November 11, 2008

OFFICIAL SEAL
KATIE SCOTT
NOTARY PUBLIC-OREGON
COMMISSION NO. 386736
MY COMMISSION EXPIRES NOVEMBER 11,2008

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for the said County and State, duly commissioned and qualified, **Beth McCombs Gast,** 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 3 day of June, 2005.

JOHN GLEAVES
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

Notary Public

My commission expires:

My Commission Expires JULY 29, 2006

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 $ 180,000.00, 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 June, 2005.

Notary Public

My commission expires:
7/29/07

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

PROPERTY ADDRESS:
601 Old Hickory Blvd., #53
Brentwood, TN 37027

MAIL TAX NOTICES TO:

Primacy Closing Corporation
6077 Primacy Pkwy., #300
Memphis, TN 38119

NAME AND ADDRESS OF PROPERTY OWNERS:

SAME AS ABOVE

TAX PARCEL NO.: 171-03B[redacted]-249.00

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

~~Return To~~: