Box 31

Davidson County DEEDWARR
Recvd: 08/19/05 15:36 3 pg
Fees:18.00 Taxes:518.96
20050819-0099287

WARRANTY DEED

THIS INDENTURE, made and entered into this 21st day of May, 2005, _____, by and between **JAMES E. DAYTON and wife, DORA E. DAYTON,** 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 213, ON THE PLAN OF HICKORY VALLEY, SECTION 2, as of record in Book 4175, Page 158, in the Register's Office, Davidson County, Tennessee, to which plan reference is hereby made for a more particular description of said property.

Being the same property conveyed to James E. Dayton and wife, Dora E. Dayton, from Emmanual Onivi, unmarried, by virtue of Warranty Deed as recorded on 02/27/2001 in Instrument Number 20010227-0018145 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 PLAN OF HICKORY VALLEY, SECTION 2, as recorded in Book 4175, Page(s) 158, 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 covenants, conditions and restrictions as set forth in Restrictive Covenants recorded in Book 4469, Page 847, 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); 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.

James E. Dayton

Dora E. Dayton

Dora E. Dayton

STATE OF South Carolina

COUNTY OF Orangeburg

Personally appeared before me, the undersigned, a Notary Public in and for the said County and State, duly commissioned and qualified, **James E. Dayton,** 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 21st day of May, 2005.

Michelle Crider
Notary Public

My commission expires:
My Commission Expires August 18, 2008



STATE OF South Carolina

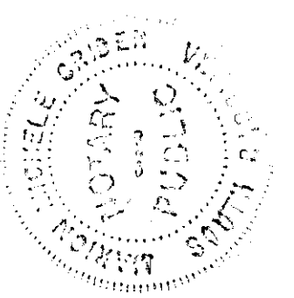
COUNTY OF Orangeburg

Personally appeared before me, the undersigned, a Notary Public in and for the said County and State, duly commissioned and qualified, **Dora E. Dayton,** 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 21st day of May, 2005.

Michelle Crider
Notary Public

My commission expires:
My Commission Expires August 18, 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 $140,260.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

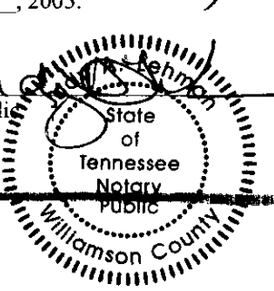
Affiant

Subscribed and sworn to before me this the 16th day of August, 2005.

Notary Public

My commission expires:

3-10-07



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

PROPERTY ADDRESS:

5428 Country Drive
Nashville, TN 37211

MAIL TAX NOTICES TO:

Primacy Closing Corporation
6077 Primacy Parkway, Suite 300
Memphis, TN 38119

NAME AND ADDRESS OF PROPERTY OWNERS:

Same

TAX PARCEL NO.: 162-05-0 136.00

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

Return To: Box 34