WARRANTY DEED

THIS INDENTURE, made and entered into this 18th day of July, 2005, by and between **GARY E. WILSON and THURASA J. WILSON, 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 to wit:

Lot 10, RIVER'S 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 Gary E. Wilson and Thurasa J. Wilson, husband and wife, by Warranty Deed from Fox Ridge Homes, Inc., recorded the 6th day of April, 1999 in Deed Book 11417, Page 273, 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 set forth on plat recorded in Plat Book 9700, Page 414 and Plat Book 7900, Page 556, and Boundary Plat Plan of Jackson Downs, Phase 2 recorded in Book 7900, Page 556, 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 Restrictive Covenants recorded in Book 9280, Page 334 and in Book 11098, Page 1, 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 Rivers Edge Homeowners Association as set forth in Book 11098, Page 21; and easement recorded in Book 9857, Page 77; 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.

Davidson County DEEDWARR
Recvd: 09/23/05 09:36 3 pgs
Fees:18.00 Taxes:688.00
20050923-0114294

WITNESS the signature of the said party of the first part the day and year first above written.

Gary E. Wilson

Gary E. Wilson

Thurasa J. Wilson

Thurasa J. Wilson

STATE OF Tennessee

COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for the said County and State, duly commissioned and qualified, **Gary E. Wilson,** 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 18 day of July, 2005.

Brenda R. Behman

Notary Public

My Commission Expires
My commission expires:
November 22, 2008

NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN

STATE OF Tennessee

COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for the said County and State, duly commissioned and qualified, **Thurasa J. Wilson,** 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 18 day of July, 2005.

Brenda R. Behman

Notary Public

My Commission Expires
November 22, 2008

NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN

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 $ 185,946.00, 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 19th day of September, 2005.

Brenda R. Behman

Notary Public

My commission expires:
3/10/07

Brenda R. Behman
Notary Public At Large
Williamson County, Tennessee

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

PROPERTY ADDRESS:

3232 River Walk Drive
Nashville, TN 37214

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.: 085-12-0A-008.00

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

Return To:
SAME