Davidson County DEEDWARR
Recvd: 10/03/05 10:23 3 pgs
Fees:18.00 Taxes:703.00
20051003-0118294

WARRANTY DEED

THIS INDENTURE, made and entered into this 23rd day of September, 2005 by and between **Primacy Closing Corporation, a corporation organized under the laws of Nevada**, party of the first part, and Roger F. Kostiw, 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:

Unit No. 203, together with parking space #13 and the appurtenant interest in the common elements of CITY VIEW LOFTS CONDOMINIUM, a Horizontal Property Regime established by Master Deed recorded as Instrument Number 20020905-0107488, as amended by First Amendment to Master Deed for City View Lofts Condominium recorded as Instrument Number 20030826-0123605, said Unit being depicted on the Condominium Site Plan attached as Exhibit D to the aforementioned Master Deed and being located on Lot No. 1 on the Plan of CITY VIEW LOFTS recorded as Instrument Number 20020828-0104026, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to the party of the first part in Warranty Deed of record at Instrument Number ~~*~~ 20051003011829 3 in said Register's Office.

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 CITY VIEW LOFTS Condominium, as recorded in Instrument Number 20020828-0104026, 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); conditions, covenants and restrictions as shown in Declaration of Covenants, Conditions and Restrictions recorded in Instrument Number 20010529-0055279, amended at Instrument Number 20010529-0055280, 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); conditions, covenants, reservations, requirements, restrictions, options, burdens, agreements, undertakings, assessments and other provisions contained in or incorporated by reference into the Master Deed establishing CITY VIEW LOFTS Condominium, as recorded in Instrument Number 20020905-0107488, as amended by instrument of record in Instrument Number 20030826-0123605, 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); easements, rights and interests in favor of other unit owners and all sewer, water, electrical, telephone and other utility easements now or hereafter established over, through or upon the land embracing the regime and building thereon; Charter of City View Lofts Condominium Association, Inc., recorded in Instrument Number 20041014-0124079; Deed of Conveyance recorded at Instrument Number 20020905-0107487; 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.

Signed By:
Primacy Closing Corporation

By: _____
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 23rd day of September, 2005.

BROOKE MEYER NOTARY PUBLIC AT LARGE SHELBY COUNTY, TN My Commission Expires Oct. 16, 2007

_____
Notary Public

My commission expires:
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 $ 190,000.00, 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 23rd day of September, 2005

_____
Notary Public

My commission expires:
3/10/07

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

PROPERTY ADDRESS:

800 Woodland Street, #203
Nashville, TN 37206

MAIL TAX NOTICES TO:

Countrywide Home Loans
801 Crescent Center Dr. #510
Franklin, TN 37067

NAME AND ADDRESS OF PROPERTY OWNERS:

Roger F. Kostiw
800 Woodland St., #203
Nashville, TN 37206

TAX PARCEL NO.: 82-16E-14CO

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

Return To: