WARRANTY DEED

THIS INDENTURE, made and entered into this 31st day of January, 2006 by and between **Primacy Closing Corporation, a corporation organized under the laws of Nevada**, party of the first part, and Chan Ly and Keith Koch, 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 145, ON THE PLAN OF SECTION 1A, CHESNEY GLEN as shown of record in Plat Book 9700, Page 288, 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 Grantors, by virtue of Warranty Deed recorded in 20060224-0021709, 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 record in Plat Book 9700, Page 288; Declaration of Covenants, Conditions and Restrictions in Book 10278, Page 279, amended in Book 10449, Page 215, Book 10449, Page 217 and Book 10640, Page 944; Charter of Homeowner's Association in Book 10290, Page 256; and Deeds of Conveyance as to Open Space and/or Common Area of record in Book 10420, Page 256 and Book 11577, Page 623; 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

Davidson County DEEDWARR
Recvd: 02/24/06 11:41 2 pgs
Fees:13.00 Taxes:536.50

20060224-0021710

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 Ross A Boswell 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 13th day of December, 2005.

MARINA A. MURPHY NOTARY PUBLIC AT LARGE SHELBY COUNTY, TN

Notary Public

My commission expires:
8-16-06

STATE OF TENNESSEE My Commission Expires
COUNTY OF WILLIAMSON August 16, 2006

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 $ 145,000.00, 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 31st day of January, ~~2005~~ 2006

Brenda R. Lehman Notary Public Williamson County, Tennessee

Notary Public

My commission expires:
3/10/07

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

PROPERTY ADDRESS:
4209 Chesney Glenn Drive
Hermitage, TN 37076

Map 087010A07100CO

MAIL TAX NOTICES TO:

Franklin American Mortgage Company
501 Corporate Center Dr., Suite 400
Franklin, TN 37067

NAME AND ADDRESS OF PROPERTY OWNERS:

Chan Ly and Keith Koch
4209 Chesney Glen Drive
Hermitage, TN 37076

THIS INSTRUMENT PREPARED BY: First American Title Insurance Company, Memphis, TN 38101