WARRANTY DEED

THIS INDENTURE, made and entered into this 29th day of August, 2006, by and between **JOHN KIM, an unmarried person,** 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 24 A, ON THE PLAN OF RACHELS SQUARE SECTION TWO ZONE LOT DIVISION OF LOTS, 23, 24, 25, 27, 29, 30, 31, 32, 33, 34, 35, 37, 38, 40, 41, 42, 43, 45, 46 AND 48 of record in Book 6250, Page 540, 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 Instrument No. 20050112-0004572, 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 5200, Page 623-625, Plat Book 6231, Page 64 and 66, Plat Book 6250, Page 538-543, Plat Book 6455, Page 135; Declaration of Covenants, Conditions and Restrictions in Book 6619, Page 777 and Book 8030, Page 757; Charter of Homeowners Association at Instrument in Book 6683, Page 576; By-Laws of Homeowners Association in Book 6619, Page 782; 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.

JOHN KIM

Davidson County DEEDWARR
Recvd: 08/31/06 10:05 3 pgs
Fees:18.00 Taxes:322.35

20060831-0107578

STATE OF Louisiana

COUNTY OF Orleans

Personally appeared before me, the undersigned, a Notary Public in and for the said County and State, duly commissioned and qualified, **JOHN KIM,** 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 20 day of June, 2006.

Alice P. Roig

Notary Public ALINE P. ROIG
#38296

My commission expires:
With Life

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned, a Notary Public in and for the said County and State, duly commissioned and qualified, _____, 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 _____ day of _____, 2006.

_____

Notary Public

My commission expires:

_____

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 $ 87,121.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Brenda R Lehman

Affiant

Subscribed and sworn to before me this the 29th day of August, 2006.

Notary Public

Judy A. Lehman
State of Tennessee Notary Public
Williamson County

My commission expires:

3-10-07

THIS INSTRUMENT PREPARED BY:

GRIFFIN, CLIFT, EVERTON & THORNTON, PLLC
6489 Quail Hollow
Suite 100
Memphis, TN 38120

Map and Parcel

75-7-199.00

PROPERTY ADDRESS

705 Rachels Trail
Hermitage, TN 37076

MAIL TAX NOTICES TO

SAME

NAME AND ADDRESS OF PROPERTY OWNER

Primacy Closing Corporation
6077 Primacy Parkway
Memphis, TN 38113