WARRANTY DEED

THIS INDENTURE, made and entered into this 25th day of October, 2006 by and between **Primacy Closing Corporation, a corporation organized under the laws of Nevada**, party of the first part, and Thomas K. Byrd and wife, Janet V. Byrd, 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 235, ON THE PLAN OF PHASE III-A, "SHEFFIELD" ON THE HARPETH of record in Plat Book 7900, Page 332, 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. 20061027-0133388, 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 7900, Page 332; Declaration of Covenants, Conditions and Restrictions in Book 7145, Page 954, Book 8505, Page 598, Book 8747, Page 97, Book 9313, Page 806; Charter of Homeowner's Association at Instrument in Book 6939, Page 983; By-Laws of Homeowner's Association in Book 7145, Page 964, amended in Book 8146, Page 463; Unanimous Consent of Directors of Homeowner's Association; 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: 10/27/06 10:08 3 pgs
Fees:18.00 Taxes:1017.50

20061027-0133389

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 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 2nd day of October, 2006.

ALISON GRIMM
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SHELBY

Notary Public

My commission expires:
6-15-10

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 $ 275,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Debbie Hutsell
Affiant

Subscribed and sworn to before me this the 25th day of October, 2006

Notary Public

My commission expires:
3-10-06

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

PROPERTY ADDRESS:

7808 River Fork Drive
Nashville, TN 37221

MAIL TAX NOTICES TO:

SAME

NAME AND ADDRESS OF PROPERTY OWNERS:

Thomas K. Byrd
7808 River Ford Drive
Nashville, TN 37221

TAX PARCEL NO.: 141-15D-235.00 CO

Prepared By:

William N. Griffin, Jr., Atty
Griffin, Clift, Everton & Thornton, PLLC
6489 Quail Hollow Road, Ste 100
Memphis, TN 38120

Return To:

[illegible] Tennessee Escrow Co., LLC
[illegible] Anderson Lane
[illegible]nville, TN 37075
[illegible] (315) 264-8727
FAX (615) 264-8716