(2) Bot 54

# WARRANTY DEED

**THIS INDENTURE**, made and entered into this 28th day of September, 2007, by and between **Primacy Closing Corporation, a corporation organized under the laws of Nevada**, party of the first part, and Kelley McGrady, 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 39, SECTION 1, CALDWELL HALL as shown on plat of record in Plat Book 2900, Page 57, 58 & 59 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. 20071016 0122751, 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 2900, Page 57, 58 & 59, Covenants, Conditions and Restrictions as set forth in Deed recorded in Book 1788, Page 108, Book 2929, Page 117 and Page 93, and Book 7571, Page 581; 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.

Davidson County DEEDWARR
Recvd: 10/16/07 14:16 2 pgs
Fees:13.00 Taxes:666.00



20071016-0122752

**Signed By:**
**Primacy Closing Corporation**

**By:** _____
**Signature**

**STATE OF** TN
**COUNTY OF** Shelby

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Lisa A. Bozeal, with whom I am personally acquainted, and who, upon oath, acknowledged himself/herself to be the V.P of Primacy Closing Corporation, the within named bargainor, a corporation, and that he/she as such _____ 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 _____.

**WITNESS** my hand and official seal, this Sept day of 25th, 2007.

Notary Public

My commission expires:

NEVADIA E. ASHLEY NOTARY PUBLIC STATE OF TENNESSEE COUNTY OF

**STATE OF** TN
**COUNTY OF** _____

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 $180,000.00, 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 28th day of September, 2007

RACHAEL A. ALEXANDER NOTARY PUBLIC AT LARGE RUTHERFORD COUNTY, TENN My Commission Expires 04/21/2008

Notary Public

My commission expires: 4/21/08

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

PROPERTY ADDRESS:

4821 Overcrest Drive
Nashville, TN 37211

MAIL TAX NOTICES TO:
New Owner

NAME AND ADDRESS OF PROPERTY OWNERS:

Kelley McGrady
4821 Overcrest Drive
Nashville, TN 37211

**TAX PARCEL NO.: 147-06-0-075.00**

After Recording Return to:

**Bell & Alexander Title Services, Inc.**
**4300 Sidco Drive, Suite 201**
**Nashville, TN 37204**

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