Davidson County DEEDWARR
Recvd: 02/21/08 09:59 3 pgs
Fees:18.00 Taxes:1265.40
20080221-0016906

WARRANTY DEED

THIS INDENTURE, made and entered into this 14th day of February, 2008, by and between **Primacy Closing Corporation, a corporation organized under the laws of Nevada**, party of the first part, and Stephen P. Miller and Connie V. Dowell husband and wife 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 2014, HORIZONTAL PROPERTY REGIME OF VIRIDIAN CONDOMINIUMS, as established under Master Deed of record in Instrument 20061004-0122833, Addendum to Master Deed recorded at Instrument No. 20061004-0122834, in the Register's Office, Davidson County, Tennessee, to which master deed reference is hereby made for a more particular description of said unit.

Being the same property conveyed to Grantors, by virtue of Warranty Deed recorded in Instrument No. 20080221-0016905, 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 Instrument No. 20061004-0122833; Covenants, Conditions and Restrictions in Book 7423, Page 374, Book 9208, Page 613 and Instrument No. 20041103-0132449; Terms and provisions of by-laws of Veridian Condominium Association, Inc. in Instrument No. 20061004-0122833; Terms and provisions of the Articles of Incorporation of Veridian Development Company, LLC, in Instrument No.20031230-0183450; Charter of Veridian Condominium Association, Inc. at Instrument No. 20061004-0122835; Conditions, covenants, reservations, requirements, restrictions, options, burdens, agreements, undertakings, assessments and other provisions contained in or incorporated by reference into the Master Deed establishing Horizontal Property Regime of Viridian Condominium of record in Instrument No. 20061004-0122833 and Addendum recorded at Instrument No. 20061004-0122834, as amended by instrument of record in Instrument No. 20070711-0082578; also subject to 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; Stormwater Quality Agreement in Instrument No. 20040916-0111454; Conveyance to 401 Church Street LLC at Instrument No. 20060928-0120210; Mortgagee Consent, Approval and Subordination at Instrument No. 20061004-0122837; Easement Agreement at Instrument No. 20060928-0120211; Reciprocal Easement Agreement at Instrument No. 20041103-0132451; Agreement and Release at Instrument No. 20060928-0120212; All easements set out in Deed of Trust at Instrument No. 20041103-0132452; Air Right and Reservations at Instrument No. 20000815-0080915; Capital Mall Redevelopment Project Plan, as set out in the following ordinances of the Metropolitan Council: 77-716; 82-845; 87-1695; 93-774; 97-755 (also recorded in Book 10512, Page 464, Register's Office for Davidson County, Tennessee0; 96-1187; and BL2002-1033 (also recorded as Instrument No. 20020626-0076795; all matters shown on the plat of survey by Judy L. Judson, RLS No. 1935 with Barge Waggoner Sumner & Cannon, Inc. dated November 4, 2003, last revised September 23, 2004, File No. 8659-11; 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 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 15th day of JAN, 2008.

MARINA BLANKENSHIP NOTARY PUBLIC STATE OF TENNESSEE COUNTY OF SHELBY MY COMMISSION EXPIRES JUNE 29, 2010

Notary Public

My commission expires:
6-29-2010

STATE OF TN
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 $ 342,000.00, 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 15th day of FEB, 2008 ~~XXXX~~

Notary Public

My commission expires:

SHERRI R. SOMMONSKY STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY My Commission Expires Sept 20 2010

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

PROPERTY ADDRESS:

415 Church St. #2014
Nashville, TN 37219

MAIL TAX NOTICES TO:

Stephen Miller
5302 E. Palisades Rd.
San Diego, CA 92116

NAME AND ADDRESS OF PROPERTY OWNERS:

Stephen Miller
5302 E. Palisades Rd.
San Diego, CA 92116

TAX PARCEL NO.: 093061J16600CO

Prepared By:

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

Return To:

LEHMAND TITLE