20030806000510330 Pg 1/2 30.50 Shelby Cnty Judge of Probate, AL 08/06/2003 08:53:00 FILED/CERTIFIED

## SEND TAX NOTICE TO:

ALAN H. WELBORN

2524 WILLOWBROOK CIRCLE

BIRMINGHAM, ALABAMA 35242

#10-5-15-0-005-051.000

## THIS INSTRUMENT PREPARED BY:

Gene W. Gray, Jr. 2100 SouthBridge Parkway, #638 Birmingham, Alabama 35209 (205)879-3400

## WARRANTY DEED

State of Alabama County of Shelby

HUNDRED TWENTY TWO THOUSAND AND NO/100 DOLLARS

(\$322,000.00)

to the undersigned GRANTOR in hand paid by the GRANTEES, whether one or more, herein, the receipt of which is hereby acknowledged, PRIMACY CLOSING CORPORATION, a Nevada Corporation, (herein referred to as GRANTOR) does grant, bargain, sell and convey unto ALAN H. WELBORN and BRENDA B. WELBORN

(herein referred to as GRANTEES) as individual owner or as joint tenants, with right of survivorship, if more than one, the following described real estate, situated in the State of Alabama, County of Shelby, to wit:

LOT 51 ACCORDING TO THE SURVEY OF WILLOWBROOK AS RECORDED IN MAP BOOK 11, PAGE 48 A & B IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Subject to:

Advalorem taxes due October 01, 2003 and thereafter. Building setback lines, and easements as shown by recorded map. Transmission Line Permits to Alabama Power Company ion Deed Book 186, Page 222; Deed Book 187, Page 49; Real Book 114, Page 141. Reservation of minerals and mining rights in Real Book 130, Page 936, together with the appurtenant right to use the surface. Restrictive Covenants in Real Book 148, Page 366, amended in Real Book 352, Page 810, further amended in INST# 1994-5463. Easement for underground power transmission in Real Book 153, Page 596.

Agreement with Alabama Power Company in Real Book 153, Page 604. Release of Damages in Real Book 160, Page 437.

\$ 305900.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

## GRANTOR WARRANTS THAT THERE ARE NO OUTSTANDING CLAIMS FOR WORK, LABOR OR MATERIALS AS RELATES TO THE SUBJECT PROPERTY...

TO HAVE AND TO HOLD unto the said Grantee(s), his/her/their heirs and assigns, forever; it being the intention of the parties to this conveyance, that if more than one Grantee, then to the Grantees as joint tenants with right of survivorship (unless the joint tenancy hereby created is severed or terminated during the joint lives of the Grantee(s) herein) in the event one Grantee herein survives the other, the entire interest in fee simple shall pass to the surviving Grantee and if one does not survive the other, then the heirs and assigns of the Grantees herein shall take as tenants in common.

And GRANTOR does for itself and its successors and assigns covenant with said Grantee(s), his/her/their heirs and assigns,

that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that it has a good right to sell and convey that same as aforesaid; that it will and its successors and assigns shall, warrant and defend the same to the said Grantee(s), his/her/their heirs, and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, GRANTOR by its VICE PRESIDENT who is authorized to execute this conveyance, hereto sets its signature and seal this 14th day of JULY , 2003.

PRIMACY CLOSING CORPORATION, a Nevada Corporation

by: 120 A. Band

1to: Via Presidat

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STATE OF TENNESSEE\_COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ross A Boswell whose name as Yice Visible of PRIMACY CLOSING CORPORATION, a Nevada Corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this //// day of ///

**PUBLIC** 

My Commission Expires

September 27, 2006

Notary Public

Print Name: /
Commission Expires:

MUST AFFIX SEAL

(SEAL)

Instructions to Notary: This form acknowledgment cannot be changed or modified. It must remain as written to comply with Alabama law. The designation of the State and the County can be changed to conform to the place of the taking of the acknowledgment.