



**SEND TAX NOTICE 10.**

PETER S. WALKER and PATRICIA M. WALKER  
7231 NORTH HIGHFIELD LANE  
BIRMINGHAM, ALABAMA 35242  
#58-03-8-27-0-008-038

**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

**KNOW ALL MEN BY THESE PRESENTS:** That in consideration of FIVE HUNDRED FORTY THREE THOUSAND AND NO/100 DOLLARS (\$543,000.00 ) to the undersigned GRANTOR in hand paid by the GRANTEEES, 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 PETER S. WALKER and PATRICIA M. WALKER (herein referred to as GRANTEEES) 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 38-A ACCORDING TO A RESURVEY OF LOT 38 GREYSTONE 7<sup>TH</sup> SECTOR, PHASE IV AND ACREAGE AS RECORDED IN MAP BOOK 26, PAGE 44 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Subject to:

Advalorem taxes due October 01, 2003 and thereafter.

THOSE ITEMS SET FORTH ON EXHIBIT "A" ATTACHED HERETO, MADE A PART HEREOF AND INCORPORATED HEREIN FOR ALL PURPOSES.

\$488700.00 of the consideration was paid from the proceeds of two mortgage loans 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 25th day of AUGUST, 2003.

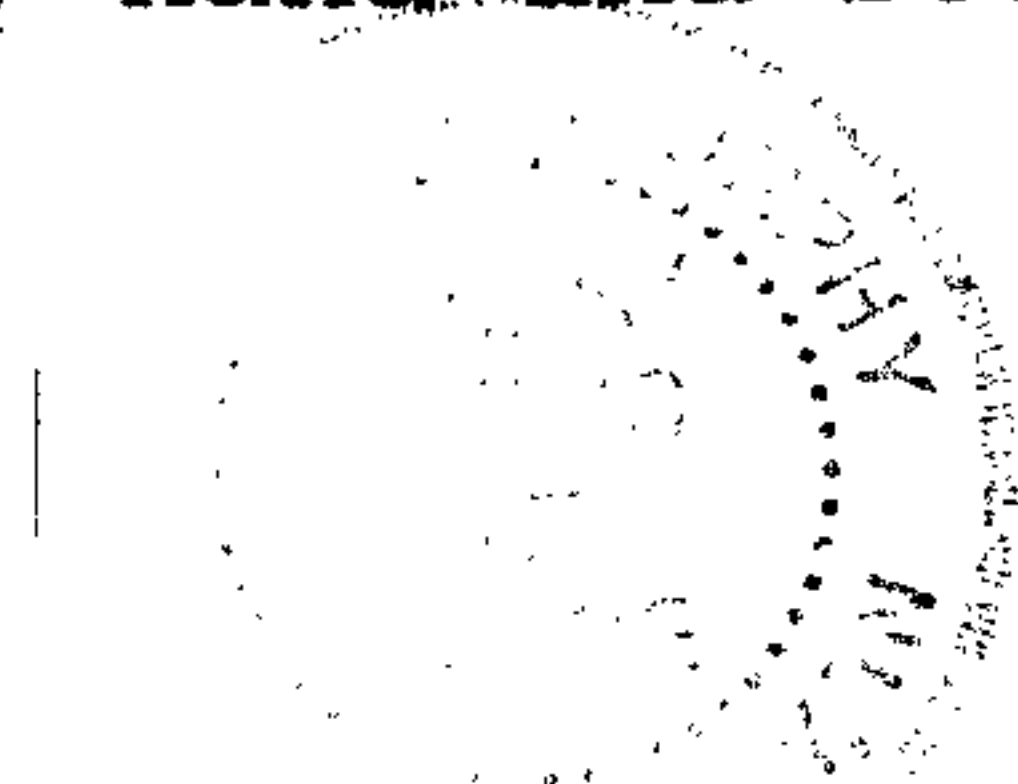
PRIMACY CLOSING CORPORATION,  
a Nevada Corporation

by: R. A. Bury  
its: Vice President

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 Vice President 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 25th day of August, 2003.



(SEAL)

Marina A. Murphy  
Notary Public  
Print Name: Marina A. Murphy  
Commission Expires: 8-16-06  
**MUST AFFIX 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.



**EXHIBIT "A" ROBERT M. NEGRI**

Easements as shown by recorded plat, including 10 feet along the Northeasterly side and an irregular on the Northerly side of the land.

Building setback line pursuant to the terms of the Declarations of Covenants, Conditions and Restrictions recorded in Real 317 page 260, and as amended from time to time, and as shown by Map Book 21 page 38 .

Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 60 page 260; Deed Book 51 page 544 in Probate Office. The Company does further insure against loss or damage by the enforcement or attempted enforcement or right to use the surface of the land in order to remove minerals, without consent of the surface owner.

Restrictions, covenants and conditions and building setback lines as set out in Amended and Restated Restrictive Covenants recorded in Real 265 page 96 in Probate Office.

Covenant and Agreement for Water Service as set out in instrument between Dantract and Shelby County, as set out in Real 235 page 574 and amended by agreement as set out as Inst. #1993-20840 and Inst. #1992-20786 in Probate Office.

Greystone Residential Declaration of Covenants, Conditions and Restrictions, as set out in instrument recorded in Real 317 page 260, amended by Affidavit recorded in Real 319 page 235, and further amended by 1st Amendment to Greystone Residential Declaration of Covenants, Conditions and Restrictions recorded in Real 346 page 942, 2nd Amendment as recorded in Real 378 page 904, 3rd Amendment as recorded in Real 397 page 958, 4th Amendment as recorded as Inst. #1992-17890, 5th Amendment as recorded as Inst. #1993-3123 and further amended by 6th Amendment recorded as Inst. #1993-10163, 7th Amendment as recorded as Inst. #1993-16982, 8th Amendment as recorded as Inst. #1993-20968, 9th Amendment recorded as Inst. #1993-32840, 10th Amendment recorded as Inst. #1994-23329, 11th Amendment recorded as Inst. #1995-8111, 12th Amendment recorded as Inst. #1995-24267, 13th Amendment recorded as Inst. #1995-34231; 14th Amendment recorded as Inst. #1996-19860; 15th Amendment recorded as Inst. #1996-37514, 16th Amendment recorded as Inst. #1996-39737 and by 17th Amendment recorded as Inst. #1997-2534, 18th Amendment recorded as Inst. #1997-17533, 19th Amendment recorded as Inst. #1997-30081 and 20th Amendment recorded as Inst. #1997-38614 and as shown by Map Book 21 page 38 in the Probate Office.

Agreement between Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc. recorded in Real 350 page 545 in Probate Office.

Covenant releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by instrument recorded in Map Book 21 page 38 in the Probate Office. The policy will insure that any violated of this covenant will not result in a forfeiture or reversion of title.

Reciprocal Easement Agreement pertaining to access and roadway easements as set out in Real 312 page 274 and 1st amended by Real 317 page 253 and 2nd amended as Inst. #1993-3124 in Probate Office.

Easement(s) to Alabama Power Company as shown by instrument recorded in Inst. #1997-15378 in the Probate Office.