

**SEND TAX NOTICE TO:**

BARBARA L. JUDD

110 SOMMERSBY DRIVE

PELHAM, ALABAMA 35124

#58-13-1-02-04-002-061


**THIS INSTRUMENT PREPARED BY:**

Gene W. Gray, Jr.

2100 SouthBridge Parkway, #638

Birmingham, Alabama 35209

(205)879-3400

  
20031001000661590 Pg 1/2 16.00  
Shelby Cnty Judge of Probate,AL  
10/01/2003 12:00:00 FILED/CERTIFIED

**WARRANTY DEED**

State of Alabama

County of Shelby

**KNOW ALL MEN BY THESE PRESENTS:** That in consideration of \$ONE HUNDRED ELEVEN THOUSAND AND NO/100 DOLLARS (\$111,000.00 )

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 BARBARA L. JUDD (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 61, ACCORDING TO THE SURVEY OF SOMMERSBY TOWNHOMES, AS RECORDED IN MAP BOOK 20, PAGE 112, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Subject to:

Advalorem taxes due October 01, 2003 and thereafter.

Building setback lines, easements and restrictions as shown by recorded map.

Restrictions, Covenants, and Conditions in INST# 1996-00484.

Transmission Line Permits to Alabama Power Company in Deed Book 194, Page 67; Deed Book 198, Page 509; Deed Book 119, Page 111; Deed Book 103, Page 146; Deed Book 161, Page 143; Deed Book 179, Page 384; Deed Book 135, Page 366; and Deed Book 135, Page 362.

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 INST# 1994-26798.

\$ 109285.00 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 9th day of SEPTEMBER, 2003.

**PRIMACY CLOSING CORPORATION,  
a Nevada Corporation**

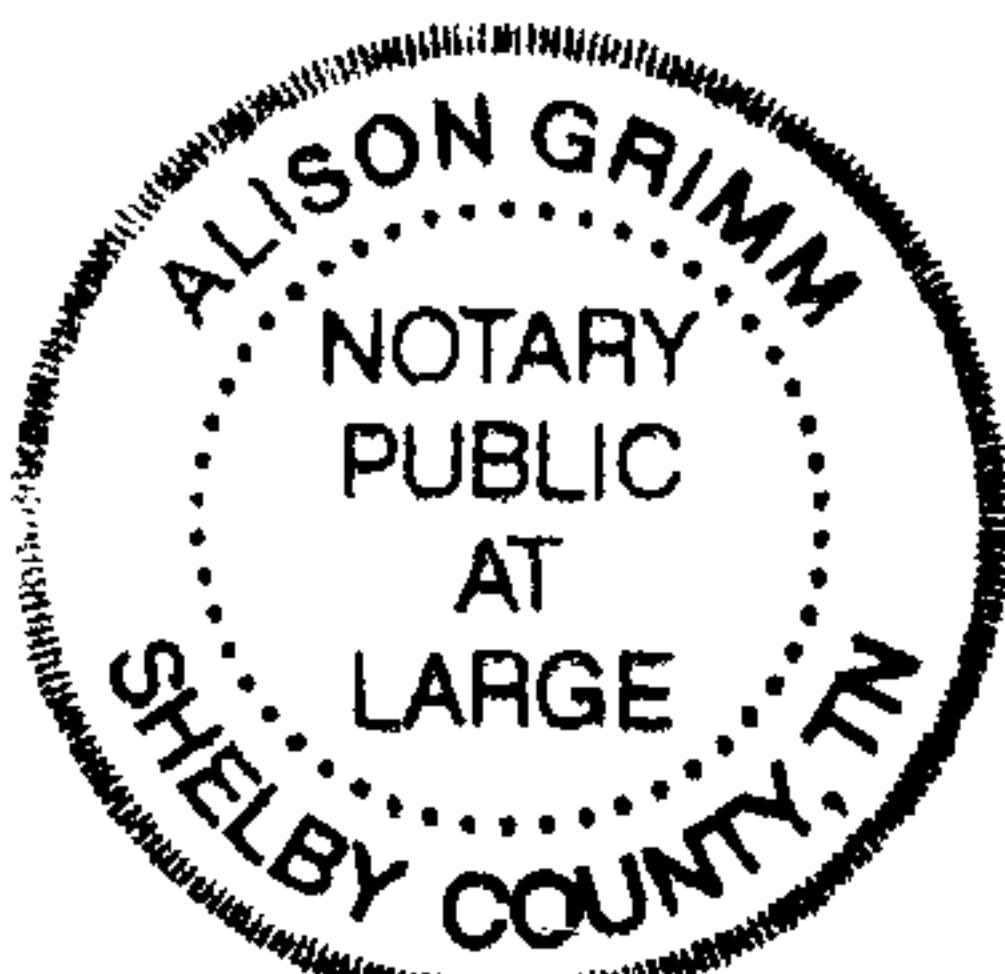
by: R. A. Boswell  
its: VICE PRESIDING

20031001000661590 Pg 2/2 16.00  
Shelby Cnty Judge of Probate, AL  
10/01/2003 12:00:00 FILED/CERTIFIED

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 9th day of September, 2003.



(SEAL)

My Commission Expires  
September 27, 2006

Alison Grimm  
Notary Public  
Print Name: Alison Grimm  
Commission Expires: \_\_\_\_\_  
**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.