


SEND TAX NOTICE TO:

JOHN G. LUGAR and ANNE K. LUGAR
3068 BROOK HIGHLAND DRIVE
BIRMINGHAM, ALABAMA 35242
#58-03-9-29-0-002-001.098

THIS INSTRUMENT PREPARED BY:

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


20031022000706360 Pg 1/3 115.00
Shelby Cnty Judge of Probate, AL
10/22/2003 08:58:00 FILED/CERTIFIED

WARRANTY DEED

State of Alabama
County of Shelby

KNOW ALL MEN BY THESE PRESENTS: That in consideration of FOUR HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$420,000.00) 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 JOHN G. LUGAR and ANNE K. LUGAR (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 1601, ACCORDING TO THE SURVEY OF BROOK HIGHLAND, 16th SECTOR, PHASE I AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 25, PAGE 150 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.

\$ 322,000.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

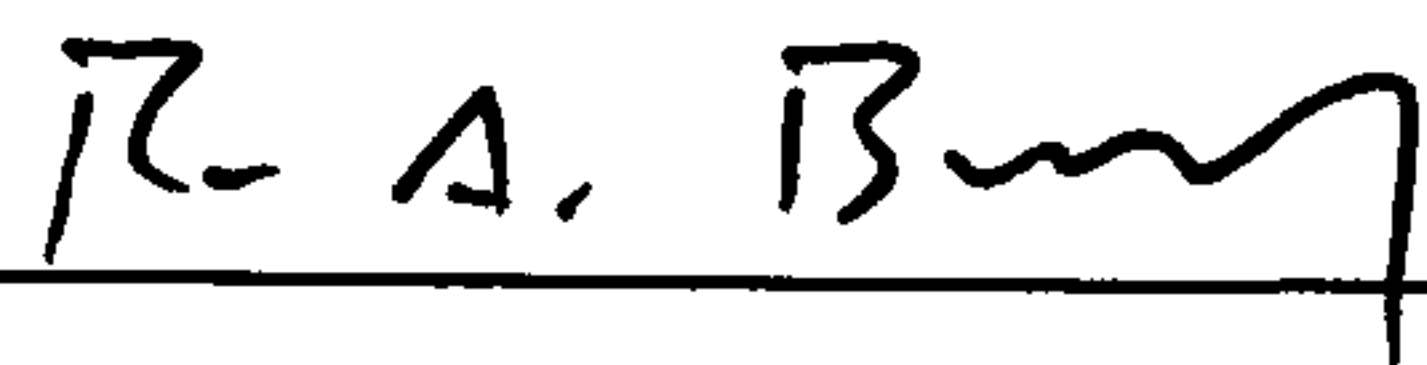
GRANTOR WARRANTS THAT THERE ARE NO OUTSTANDING CLAIMS FOR WORK, LABOR OR MATERIALS AS RELATES TO THE SUBJECT PROPERTY.

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 24th day of SEPTEMBER, 2003.

**PRIMACY CLOSING CORPORATION,
a Nevada Corporation**

by: 
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 24th day of Sept., 2003.



(SEAL)

Mar A Murphy
Notary Public

Print Name: Marina A. Murphy

Commission Expires: 06-16-06

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" KELLY A. INGRAM

Building setback line of 35 feet reserved from Brook Highland Drive as shown by plat.

Easements as shown by recorded plat, including a 10 foot easement on the Northeasterly and Southeasterly sides of lot.

Declaration of Protective Covenants for the "Watershed Property", which provides, among other things, for an Association to be formed to assess and maintain the Watershed Maintenance Areas, etc. of the development; all of said covenants, restrictions and conditions being set out in instrument recorded in Real 194 page 54 in Probate Office.

Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Brook highland, as set out in instrument recorded in Real 194 page 254 and Inst. No. 1999-40610 in Probate Office, along with Articles of Incorporation as recorded in Real 194 page 281 and By-Laws recorded in Real 194 page 287-A in Probate Office. Along with Supplemental Protective Covenants as set out in instruments to be recorded and as set out by Map Book 25 page 150 and Inst. #1999-40610 in Probate Office.

A Non-exclusive easement and agreement between Eddleman and Associates and The Water Works and Sewer Board of the City of Birmingham dated July 11, 1988, and recorded in Real 194 page 20 and Real 194 page 43 in Probate Office.

Easement and Agreements between AmSouth Bank, N. A., as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio and The Water Works and Sewer Board of the City of Birmingham, as set out in instrument recorded in Real 194 page 1 and Real 194 page 40 in probate Office.

Drainage Agreement between AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee of the Public Employees Retirement System of Ohio and Eddleman and Associates as set out in Real 125 page 238 dated April 14, 1987 in Probate Office.

Reciprocal Easement Agreement between AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina as Trustee for the Public Employees Retirement System of Ohio and Eddleman and Associates, as set out in instrument dated April 14, 1987 and recorded in Real 125 page 249 and Real 199 page 18 in Probate Office

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 32 page 48 and Deed Book 127 page 140, Deed Book 121 page 294 and Deed Book 178 page 521 in Probate Office.

Restrictive covenants with regard to underground transmission installation by Alabama Power Company as recorded in Real 181 page 995 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 25 page 150 in Probate Office.

Subdivision restrictions shown on recorded plat in Map Book 25 page 150 to provide for construction of single family residences only.

Easement to Water Works & Sewer Board recorded in Real 252 page 210 in Probate Office.

Brook Highland Common Property Declaration of Covenants, Conditions and Restrictions set out Real 307 page 950 in the Probate Office.

Easement(s) to Alabama Power Company as shown by instrument recorded in Real 220 page 521, Real 220 page 532 and Real 207 page 380 in Probate Office.

Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities, and limitations, as applicable, as set out in, and as referenced in deed(s) recorded in Inst. #2000-12327 in the Probate Office.

Encroachment of concrete drive into easement as shown by the survey of Carl Daniel Moore, dated 10/19/00.