

SEND TAX NOTICE TO:

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20041109000616030 Pg 1/3 361.00
Shelby Cnty Judge of Probate, AL
11/09/2004 09:34:00 FILED/CERTIFIED

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 THREE HUNDRED FORTY THREE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$343,750.00) to the undersigned Grantors in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, we, **PAUL DOCEKAL and spouse, DEBRA E. DOCEKAL** (herein referred to as Grantors) do grant, bargain, sell and convey unto **PRIMACY CLOSING CORPORATION, a Nevada corporation** (herein referred to as Grantee), the following described real estate, situated in the State of Alabama, County of Shelby, to wit:

LOT 41, ACORDING TO THE SURVEY OF BROOK HIGHLAND, 1ST SECTOR, AS RECORDED IN MAP BOOK 12, PAGE 62 A & B IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Subject to:

Advalorem taxes due October 01, 2004 and thereafter.

Building setback lines, easements and restrictions, conditions, release of damages, etc. as set out on the record map.

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 121, Page 294.

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 set out on Map Book 12, Page 62 A & B.

Restrictive covenants as to underground power distribution in favor of Alabama Power Company in Real 181, Page 995.

Restrictions, covenants and conditions as set out in INST# 2001-1342 and INST# 2001-4260.

Declaration of Protective Covenants which relate to Watershed Property and the maintenance thereof, in Real 194, Page 54.

Declaration of Protective Covenants, Agreements, Easements, Charges for Liens for Brook highland as set out in Real 194, Page 254; along with Articles of Incorporation of the Owners' Association in Real 194, Page 281 and By-Laws therefore in Real 194, Page 287-a; and Supplemental Protective Covenants in Real 263, Page 604.

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.

Easement and Agreements 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 The Water Works and Sewer Board of the City of Birmingham in Real 194, Page 1 and Real 194, Page 40.

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 in Real 125, Page 238, dated April 14, 1987.

Reciprocal Easement 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 dated April 14, 1987 in Real 125, Page 249, and Real 199, Page 18.

TO HAVE AND TO HOLD unto the said Grantee its successors and assigns, forever; And I/we do for myself/ourselves and for my/our heirs, executors, and administrators covenant with said Grantee, its successors and assigns, that I/we am/are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I/we have a good right to sell and convey that same as aforesaid; that I/we will and my/our heirs, executors and administrators shall, warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand(s) and seal(s), this 18th day of March, 2004.

Paul Docekal
PAUL DOCEKAL

Debra E. Docekal
DEBRA E. DOCEKAL

STATE OF Alabama
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **PAUL DOCEKAL** whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 18th day of March, 2004.

K.P. Caskey
Notary Public

Print Name: _____

Commission Expires: K.P. CASKEY

MUST AFFIX SEAL Notary Public, Jefferson County, Alabama
My Commission Expires March 5, 2007

(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.

STATE OF Alabama
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **DEBRA E. DOCEKAL** whose name 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 18th day of March, 2004.



Notary Public

Print Name: _____

Commission Expires: K.P. CASKEY

MUST AFFIX SEAL Notary Public, Jefferson County, Alabama
My Commission Expires March 5, 2007

(SEAL)

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