20050311000112590 1/2 $53.00
Shelby Cnty Judge of Probate,AL
03/11/2005 03:49:04PM FILED/CERT

SEND TAX NOTICE TO:
WILLIAM M. PONTON and TAMELA B. PONTON
115 SUNSET LAKE DRIVE
CHELSEA, ALABAMA 35043
#58-15-3-07-0-000-030

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 ONE HUNDRED NINETY FIVE THOUSAND AND NO/100 DOLLARS ($195,000.00) 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 WILLIAM M. PONTON and TAMELA B. PONTON (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 55, ACCORDING TO FINAL PLAT OF SUNSET LAKE, PHASE 1, AS RECORDED IN MAP BOOK 29, PAGE 68, IN THE PROBATE OFFICE OF SHLEBY COUNTY, ALABAMA.
Subject to:
Advalorem taxes due October 01, 2005 and thereafter.
Building setback lines, restrictions, limitations and conditions as shown and set out on recorded map.
Restrictions, covenants, and conditions in INST# 1999/24241, and INST# 2002/6675.
Transmission Line Permits to Alabama Power Company Deed Book 229, Page 500, and Deed Book 234, Page 887.
Rights of Way granted Shelby County in Deed Book 252, Page 244 and Deed Book 229, Page 492.
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 forth in Deed Book 327, Page 553, and INST# 1994/37502.
Release of Damages set out in INST# 1999/4551.

$156,000.00 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 23rd day of FEBRUARY, 2005.

PRIMACY CLOSING CORPORATION,
a Nevada Corporation

by: R. A. B

its: VICE PRESIDENT

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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 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 23rd day of February, 2005.

(SEAL)

ALISON GRIMM
NOTARY PUBLIC AT LARGE
SHELBY COUNTY, TN
My Commission Expires
September 27, 2006

Notary Public
Print Name: Alison Grimm
Commission Expires: 9-27-06
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.

Shelby County, AL 03/11/2005
State of Alabama
Real Estate Excise Tax
Deed Tax:$39.00