

SEND TAX NOTICE TO:

ANITA GOTHARD DARK

1027 TOWNES COURT

BIRMINGHAM, AL 35242

#58-03-9-31-0-008-011

THIS INSTRUMENT PREPARED BY:

Gene W. Gray, Jr.

2100 SouthBridge Parkway, #638

Birmingham, Alabama 35209

(205)879-3400



20050919000483340 1/2 \$245.50
Shelby Cnty Judge of Probate, AL
09/19/2005 08:01:57AM FILED/CERT

WARRANTY DEED

State of Alabama

County of Shelby

KNOW ALL MEN BY THESE PRESENTS: That in consideration of TWO HUNDRED THIRTY ONE THOUSAND FIVE HUNDRED AND NO/100---(\$231500.00) 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 ANITA GOTHARD DARK (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 11, ACCORDING TO THE SURVEY OF TOWNES AT BROOK HIGHLAND AS RECORDED IN MAP BOOK 30, PAGE 133 A and B IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Subject to:

Advalorem taxes due October 01, 2005 and thereafter.

Minerals and mining rights not owned by Grantors.

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

\$ 0 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 24 day of August, 2005.

**PRIMACY CLOSING CORPORATION,
a Nevada Corporation**

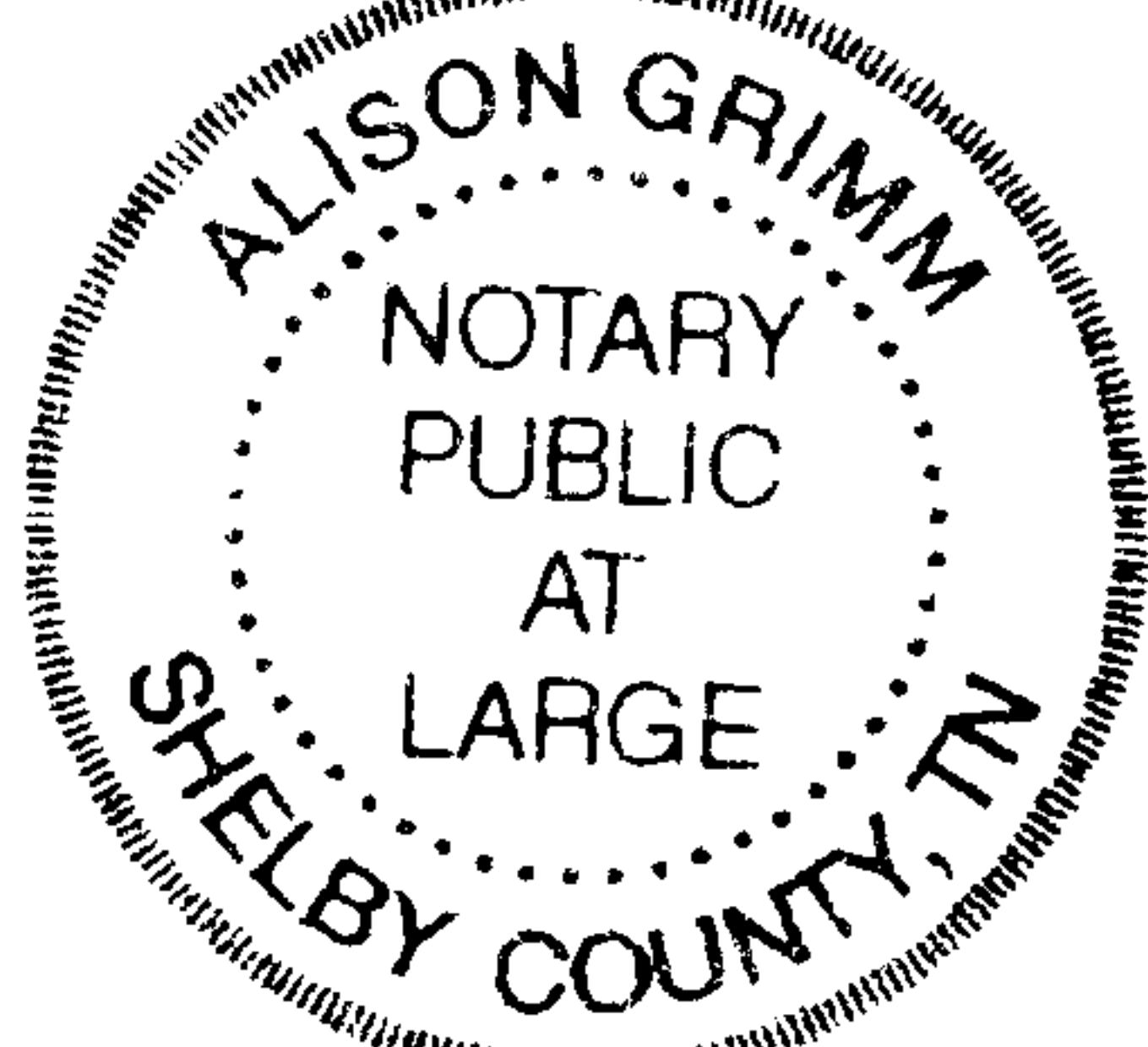
by: [Signature]

its: VP

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. Roswell 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 August, 2005.



(SEAL)

Notary Public
Print Name: Alison Grimm
Commission Expires: 9-27-06
MUST AFFIX SEAL

My Commission Expires
September 27, 2006

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"

Building setback line of 25 feet reserved from Townes Court and 10' building setback line on the Easterly side and 25' building setback line on the Easterly side as shown by plat.

Easements as shown by recorded plat, including 15' drainage easements within the building setback line.

Restrictions, covenants and conditions as set out in instrument(s) recorded in Inst. No. 20030530000335780 and rerecorded in Inst. No. 30031002000663650 and amended in Inst. No. 20031003000665710 in the Probate Office.

Rights of owners of property adjoining property in and to the joint or common rights in building situated on said lots, such rights include but are not limited to roof, foundation, party walls, walkway and entrance.

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 the 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 327 page 553 in the Probate Office.

Restrictive Agreement as set out in Inst. No. 2000-16172 in the Probate Office.

Non-beneficial terms and conditions contained in the Grading Easement recorded as Inst. No. 2001-16285 in the Probate Office.

Drainage and Flow easement as set out in Real 67 page 940 in the Probate Office.

Declaration of Protective Covenants recorded in Real 194 page 54 in the Probate Office.

Restrictions, limitations, conditions and other provisions as set out in Map Book 30 Page 133 in the Probate Office.

Agreement concerning electric service to NCNB/Brook Highland as set out in Real 306 page 119 in the Probate Office.