20051020000547090 1/3 $264.00
Shelby Cnty Judge of Probate,AL
10/20/2005 03:26:44PM FILED/CERT

Shelby County, AL 10/20/2005
State of Alabama

Deed Tax:$247.00

SEND TAX NOTICE TO:
ROBERT SCOTT EVERETT & VICKI HUGHES EVERETT
161 SOUTHLEDGE
BIRMINGHAM, AL 35242
#09-3-08-0-001-001.077

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 FOUR HUNDRED EIGHTY SEVEN THOUSAND AND NO/100 DOLLARS ($487,000.00) 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 ROBERT SCOTT EVERETT AND VICKI HUGHES EVERETT (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:

THE PROPERTY CONVEYED BY THIS DEED IS DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, MADE A PART HEREOF AND INCORPORATED HEREIN FOR ALL PURPOSES.

$ 240,000.00 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 22nd day of SEPTEMBER, 2005.

PRIMACY CLOSING CORPORATION,
a Nevada Corporation

by: R. A. B

its: VICE PRES

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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 22nd day of Sept., 2005.

MARINA A. MURPHY
NOTARY PUBLIC AT LARGE
SHELBY COUNTY, TN
My Commission Expires
August 16, 2006

(SEAL)

Notary Public
Print Name: Marina A. Murphy
Commission Expires: 8-16-06
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.

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Lot 1823, according to the Map of Highland Lakes, 18th Sector, Phase II, an Eddleman Community, as recorded in Map Book 30, Page 105, in the Probate Office of Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, common area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument # 1994-07111 and amended in Instrument # 1996-17543 and amended in Instrument # 1999-31095 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions, and Restrictions for Highland Lakes, a Residential Subdivision, 18th Sector, Phase II, recorded as Instrument # 20021125000589270 in the Probate Office of Shelby County, Alabama (Which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

SUBJECT TO:

ADVALOREM TAXES DUE OCTOBER 01, 2005

Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, which provides, among other things, for an Association to be formed to assess and maintain the private roadways, etc. of the development; all of said covenants, restrictions and conditions being set out in instrument recorded as Instrument #1994-07111, amended in Instrument #1996-17543 and further amended in Inst. #1999-31095, in said Probate Office of Shelby County, Alabama, along with Articles of Incorporation of Highland Lakes Residential Association, Inc. as recorded as Instrument 9402/3947, in the Office of the Judge of Probate of Jefferson County, Alabama.

Declaration of Covenants, Conditions, and Restrictions for Highland Lakes, a Residential Subdivision, Eighteenth Sector, Phase II, as recorded in Instrument # 20021125000589270.

Subdivision restrictions shown on recorded plat in Map Book 30, Page 105, provide for construction of single family residence only.

. 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 as Deed Book 81, Page 417, in said Probate Office.

. Subject to the provision of Sections 2.3 and 2.6 of the Declaration of Covenants, Conditions, and Restrictions, the property shall be subject to the following minimum setbacks:
(a) Front setback: 35 feet, or as per plot plan which must be approved by the ARC;
(b) Rear setback: 35 feet
(c) Side setback: 8 feet

. Right(s) of Way(s) granted to Alabama Power Company by instrument(s) recorded in Book 111, page 408, Book 109, page 70; Book 149, page 380; Book 173, page 364, Book 276, page 670, Book 134, page 408, Book 133, page 212, Book 133, page 210, Real Volume 31, page 355, and instrument #1994-1186 in said Probate Office.

. Right(s) of Way(s) granted to Shelby County, Alabama, by instrument(s) recorded in Book 196, page 246 in said Probate Office.

. Easement for ingress and egress to serve Highland Lakes Development executed by Highland Lakes Development, Ltd., to Highland Lakes Properties, Ltd., recorded as Instrument #1993-15704 in said Probate Office.

. Release of damages contained in deed from Highland Lakes Development, Ltd., to J. Busby Signature Homes, Inc., recorded in Instrument # 20040127000044500 in the Probate Office of Shelby County, Alabama.

JAMES I. OWENS/PRIMACY