20051020000547120 1/2 $401.50
Shelby Cnty Judge of Probate,AL
10/20/2005 03:26:47PM FILED/CERT

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

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

Deed Tax:$387.50

WARRANTY DEED

State of Alabama
County of Shelby

KNOW ALL MEN BY THESE PRESENTS: That in consideration of THREE HUNDRED EIGHTY SEVEN THOUSAND ONE HUNDRED AND NO/100 DOLLARS ($387, 100.00) to the undersigned Grantors in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, we, **JOHN A. KONDRACKI and spouse, HELEN D. KONDRACKI** (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 801, according to the Map of Highland Lakes, 8th Sector as recorded in Map Book 23, Page 145, in the Probate Office of Shelby County, Alabama.
Together with a nonexclusive easement to use 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 in Instrument # 1994-07111 and amended in Instrument no. 1996-17543, and further 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, 8th Sector recorded in Instrument # 1998-15147 in the Probate Office of Shelby County, Alabama (which together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").

Subject to:

1.Ad Valorem taxes due and payable October 1, 2005.
2.Restrictions, Easements, Set Back Lines, Release of Damages, and Public Utility easements as shown by recorded plat, including any tree buffer line shown thereon.
3.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 and amended in Instrument#1996-17543, and 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.
4.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 81, Page 417, Inst. No. 1998-07776; Inst. No. 1998-7777; and Inst no. 1998-7778 in said Probate Office.
5.Underground Easement to Alabama Power Company by instrument(s) recorded in Instrument #1997-19422 in said Probate Office.
6.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
7.Lake Easement Agreement executed by Highland Lakes Properties, Ltd. And Highland Lakes Development, Ltd., providing for easements, use by others, and maintenance of Lake property described within Instrument #1993-015705
8.Right of Way to The Water Works and Sewer Board of the City of Birmingham as set out in Inst. #1995-34035 in Probate Office.
9.Restrictions, Covenants and conditions as set out in instrument(s) recorded in Inst. No. 1996-17543, and Inst. No. 1999-31095 in Probate Office.
10.Release(s) of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities and limitations, as applicable, as set out in Inst. No. 1998-17410 in said Probate Office.
11.Matters revealed by a current, accurate survey.

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 30th day of SEPTEMBER, 2005.

JOHN A. KONDRACKI

HELEN D. KONDRACKI

STATE OF NC
COUNTY OF FORSYTH

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **JOHN A. KONDRACKI** 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 30th day of Sept., 2005.

Notary Public
Print Name: VIVIAN THOMPSON
Commission Expires: 9-28-08

(SEAL) ***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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STATE OF Alabama
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **HELEN D. KONDRACKI** 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 28 day of Sept, 2005.

Notary Public
Print Name: Beverly D. Thompson
Commission Expires: April 15, 2009

(SEAL) ***MUST AFFIX SEAL***

MY COMMISSION EXPIRES APRIL 15, 2009

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.