SEND TAX NOTICE TO:
PHILLIP M. UNDERWOOD AND DOROTHY JAN UNDERWOOD
339 HIGHLAND PARK DRIVE
BIRMINGHAM, AL 35242
#58-09-09-0-005-001

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

20051020000547130 1/2 $131.50
Shelby Cnty Judge of Probate,AL
10/20/2005 03:26:48PM FILED/CERT

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

Deed Tax:$117.50

WARRANTY DEED

State of Alabama
County of Shelby

KNOW ALL MEN BY THESE PRESENTS: That in consideration of THREE HUNDRED EIGHTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 ($387,500.00) 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 PHILLIP M. UNDERWOOD AND DOROTHY JAN UNDERWOOD (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 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.

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$ 270,000.00 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 10th day of OCTOBER, 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 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 10th day of Oct, 2005.

(SEAL)

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

[signature]
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.