SEND TAX NOTICE TO:
ROBERT L. TUCKER & SARAH H. TUCKER
4033 GROVE PARK CIRCLE
BIRMINGHAM, AL 35242
#58-09-2-04-0-005-045

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

20051114000592840 1/2 $34.00
Shelby Cnty Judge of Probate,AL
11/14/2005 10:33:35AM FILED/CERT

Shelby County, AL 11/14/2005
State of Alabama

Deed Tax:$20.00

WARRANTY DEED

State of Alabama
County of Shelby

KNOW ALL MEN BY THESE PRESENTS: That in consideration of THREE HUNDRED EIGHTY THREE THOUSAND AND NO/ 100 DOLLARS ($383,000.00) 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 L. TUCKER AND SARAH H. TUCKER (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 1123, according to the Map of Highland Lakes, 11H Sector, an Eddleman Community as recorded in Map Book 27, Page 84 A, B, C & D, 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, 3rd Sector recorded in Instrument # 1998-29632 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, 2006.
2.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, 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.Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, Eleventh Sector, as recorded as Instrument # 2000-41316, in said Probate Office.
5.Subdivision restrictions shown on recorded plat in Map Book 27, Page 4 A, B, C & D, among which provides for construction of single family residence only.
6.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# 1998-7777 and Inst# 1998-7778 in said Probate Office.
7.Subject to the provisions of Sections 2.3 and 2.6 of the Declaration, the property shall be subject to setbacks:
8.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.
9.Right of Way granted to Shelby County, Alabama, by instrument recorded in Book 196, Page 246 in said Probate Office
10.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
11.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
12.Declaration of Easement by Highland Lakes Development, Ltd., and Highland Lakes Residential Association, Inc., recorded as Inst. #1995-18135 in the

Probate office.
13.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.
14.Restrictions, Covenants and conditions as set out in instrument(s) recorded in Inst. No. 1999-31095 and Inst. No. 1999-31096 in Probate Office.
15.Release(s) of damages as set out in instrument(s) recorded in Inst. No. 2001-29804 in said Probate Office.
16. Cable Agreement in INST# 1997/33476.
17.Release of Damages set out in INST# 1999/40619.
18. Release of Damages, Restrictions, Modifications, covenants, conditions, rights, privileges, immunities, and limitations as applicable as set out in INST# 2001/43719.

$ 363,450.00 of the consideration was paid from the proceeds of two mortgage loans 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 31st day of October, 2005.

PRIMACY CLOSING CORPORATION,
a Nevada Corporation

by: R. A. B

its: VP

20051114000592840 2/2 $34.00
Shelby Cnty Judge of Probate,AL
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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 31ST day of October, 2005.

MARINA A. MURPHY NOTARY PUBLIC AT LARGE SHELBY COUNTY, TN

Notary Public

My Commission Expires August 16, 2006 8-16-06