SEND TAX NOTICE TO:
CARL RAY GOBER, JR. AND JERRY GOBER
911 PINEHAVEN DRIVE
HUEYTOWN, AL 35023
#11-7-25-0-004-074.000

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

20060105000007720 1/2 $61.00
Shelby Cnty Judge of Probate,AL
01/05/2006 09:12:54AM FILED/CERT

Shelby County, AL 01/05/2006
State of Alabama

Deed Tax:$47.00

WARRANTY DEED

State of Alabama
County of Shelby

KNOW ALL MEN BY THESE PRESENTS: That in consideration of TWO HUNDRED THIRTY FOUR THOUSAND NINE HUNDRED AND NO/100 DOLLARS ($234,900.00) 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 CARL RAY GOBER, JR. AND JERRY GOBER (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 110 ACCORDING TO THE MAP AND SURVEY OF RIVERCHASE WEST, 4TH ADDITION, RESIDENTIAL SUBDIVISION AS RECORDED IN MAP BOOK 7, PAGE 156 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.
Subject to:
Advalorem taxes due October 01, 2006 and thereafter.
Easements as shown by recorded map.
Minerals and mining rights not owned by Grantors.
Agreement with Alabama Power Company for underground residential distribution in MISC. Book 32, Page 207.
Terms and agreements and Right of Way to Alabama Power Company in MISC. BOOK 32, Page 213.
Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in DEED BOOK 127, Page 140.
Declaration of Protective Covenants, Agreements, Easements Charges and Liens for Riverchase (Residential) recorded in MISC. Book 14, Page 536; amended in MISC. Book 17, Page 550; Deed Book 346, Page 567, and modified in Deed Book 348, Page 675; Real Volume 1891, Page 262(Birmingham) and Real Volume 409, Page 304 (Bessemer).
$187,920.00 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.

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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 29th day of DECEMBER, 2005/~~2006~~.

PRIMACY CLOSING CORPORATION,
a Nevada Corporation

by: _____

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 29th day of December 2005/2006.

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

_____
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.