20060608000272180 1/2 $98.00
Shelby Cnty Judge of Probate,AL
06/08/2006 02:22:47PM FILED/CERT

SEND TAX NOTICE TO:
ALLEN S. BINKLEY & DIANNE B. BINKLEY
611 HIGHLAND LAKE COVE
BIRMINGHAM, ALABAMA 35242
#09-2-09-0-002-001.024

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

Shelby County, AL 06/08/2006
State of Alabama

Deed Tax:$84.00

WARRANTY DEED

State of Alabama
County of Shelby

KNOW ALL MEN BY THESE PRESENTS: That in consideration of EIGHT HUNDRED THIRTY NINE THOUSAND DOLLARS AND 00/100--------($839,000.00) 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 ALLEN S. BINKLEY AND WIFE, DIANNE B. BINKLEY (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 133-A, ACCORDING TO THE RESURVEY OF HIGHLAND LAKES, 1ST SECTOR, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 32, PAGE 95 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, 1st Sector recorded in Instrument # 1994-07122 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 and thereafter.
Minerals and mining rights not owned by Grantors.
THOSE ITEMS SET OUT ON EXHIBIT "A" ATTACHED HERETO, MADE A PART HEREOF AND INCORPORATED HEREIN FOR ALL PURPOSES.

$755,000.00 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 24th day of May, 2005.

20060608000272180 2/2 $98.00
Shelby Cnty Judge of Probate, AL
06/08/2006 02:22:47PM FILED/CERT

ALISON GRIMM
NOTARY PUBLIC AT LARGE
SHELBY COUNTY, TN
My Commission Expires
September 27, 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 24th day of May, 2006.

Notary Public
Print Name: Alison Grimm
Commission Expires: 9-27-06
(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.

EXHIBIT "A"

Easements and building line as shown on recorded map.

Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, which provides, among other thing, 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 in Instrument # 1994-07111, Shelby County Probate Office, along with Articles of Incorporation of Highland Lakes Residential Association, Inc., as recorded in Instrument No. 9402/3947, in the Office of the Judge of Probate of Jefferson County, Alabama.

Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges, immunities and release of damages relating thereto, as recorded in Book 28, Page 237.

Right of way 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 and Real Volume 31, Page 355.

Right(s) of way to Shelby County, Alabama, as recorded in Book 196, Page 246 and Real Volume 95, Page 503.

Covenants, conditions, limitations, restrictions, building lines, and release of damages in Instrument # 1995-2867 and Instrument # 1999-11420.

Agreement with Alabama Power Company as to covenants pertaining thereto, recorded in Instrument # 1994-1186.

Easement agreement executed by Highland Lake Properties, Ltd. and Highland Lake Development, Ltd., providing for easements, use by others, and maintenance of Lake Property described within Instrument # 1993-15705, Shelby County, Alabama.

Easement for ingress and egress to serve Highland Lakes Development executed by Highland Lakes Development , Ltd., to Highland Lakes, Properties, Ltd., recorded in Instrument # 1993-15704, Shelby County, Alabama.

Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, First Sector, as recorded in Instrument # 1994-07112, as shown on recorded map.

Release of damages as set out in instrument(s) recorded in Book 28, Page 237.

Easement to Highland Lakes Residential Association, Inc., as recorded in Instrument # 20041124000647120.

Riparian and other rights created by the fact that the subject property fronts on Highland Lakes.

Agreement with Shelby Cable, Inc., as recorded in Instrument # 1997-33476.