## SEND TAX NOTICE TO:

Tamara Mullen Smith & Jason Saxon Smith 4611 Hollow Lane
Helena, AL 35080

#13-5-22-1-001-005.053

THIS INSTRUMENT PREPARED BY:

Gene W. Gray, Jr. 2100 SouthBridge Parkway, #638 Birmingham, Alabama 35209 (205)879-3400 20060608000272220 1/2 \$48.00 Shelby Cnty Judge of Probate, AL 06/08/2006 02:22:51PM FILED/CERT

Shelby County, AL 06/08/2006

State of Alabama

Deed Tax: \$34.00

## WARRANTY DEED

State of Alabama County of Shelby

know all men by These Presents: That in consideration of One hundred sixty-nine thousand five hundred dollars (\$169,500.00) 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 Jason Saxon Smith and spouse, Tamara Mullen Smith (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 13, IN BLOCK 5 ACCORDING TO THE SURVEY OF PLANTATION SOUTH, THIRD SECTOR, PHASE II AS RECORDED IN MAP BOOK 13, PAGE 89 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Subject to:

Advalorem taxes due October 01, 2006 and thereafter.

Building setback lines and easements as shown by recor

Building setback lines and easements as shown by recorded map.

Minerals and mining rights not owned by Grantors.

Right of Way to South Central Bell Telephone Company in Deed Book 325, Page 261.

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 328, Page 476; Deed Book 341, Page 429; and Deed Book 236, Page 287.

\$\frac{135,600.00}{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 \_\_\_\_\_\_\_ Who is authorized to execute this conveyance, hereto sets its signature and seal this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2006.

PRIMACY CLOSING CORPORATION, a Nevada Corporation

STATE OF TENNESSEE COUNTY OF SHELBY

SEAL)

20060608000272220 2/2 \$48.00 Shelby Cnty Judge of Probate, AL 06/08/2006 02:22:51PM FILED/CERT

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Kuss A Ruswell whose name as Vill Pills 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 4th day of May /, 2006.

PUBLIC

My Commission Expires

September 27, 2006

Notary Public

Print Name: Alison Grand Commission Expires: 4-27-06

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.