SEND TAX NOTICE TO:
KATHY A. & JEFFREY S. MILNE
242 COURTSIDE DRIVE
BIRMINGHAM, AL 35242
#03-9-29-0-991-054.000

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

20061129000576640 1/3 $71.00
Shelby Cnty Judge of Probate,AL
11/29/2006 08:31:26AM FILED/CERT

WARRANTY DEED

DEED NOT DELIVERED UNTIL
NOVEMBER 10, 2006

State of Alabama
County of Shelby

KNOW ALL MEN BY THESE PRESENTS: That in consideration of **TWO HUNDRED SIXTY EIGHT THOUSAND AND NO/100**---------- ($**268,000.00**) 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 **KATHY A. MILNE AND JEFFREY S. MILNE** (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:

THE PROPERTY CONVEYED BY THIS DEED IS DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, MADE A APRT HEREOF AND INCORPORATED HEREIN FOR ALL PURPOSES.

$**214,400.00** 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 **20th** day of **OCTOBER**, 2006.

PRIMACY CLOSING CORPORATION,
a Nevada Corporation

by: _____

its: VP

Shelby County, AL 11/29/2006
State of Alabama

Deed Tax:$54.00

20061129000576640 2/3 $71.00
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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 pres. 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 20th day of Oct, 2006.

NEVADIA E. ASHLEY
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SHELBY
MY COMMISSION EXPIRES JUNE 29, 2010

(SEAL)

Nevadia E Ashley
Notary Public
Print Name: Nevadia E Ashley
Commission Expires: 6-29-10
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.

20061129000576640 3/3 $71.00
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EXHIBIT "A"

UNIT 54, ACCORDING TO THE DECLARATION OF CONDOMINIUM OF COURTSIDE AT BROOK HIGHLAND, A CONDOMINIUM, RECORDED IN INSTRUMENT NO 20020521000241450 IN THE PROBATE OFFICE, AS AMENDED BY THE AMMENDMENT TO DECLARATION DATED MAY 8, 2002, RECORDED AS INSTRUMENT NO 20020521000241460 AND AS FURTHER AMENDED BY THE CORRECTIVE AMMENDMENT DATED MAY 21, 2002, RECORDED AS INSTRUMENT NO 20020521000241470 IN SAID PROBATE OFFICE AS REFLECTED IN THE PLAN OF COURTIDE AT BROOK HIGHLAND, A CONDOMINIUM ATTACHED AS EXHIBIT C TO SAID DECLARATION AND SEPARATLEY RECORDED IN MAP BOOK 28, PAGE 103 IN SAID PROBATE OFFICE.

Taxes, assessments or dues from the local district for the Year 2006, and subsequent years, a lien not yet due and payable.

10-foot easement on the Westerly side of lot and 7.5-foot easement on Southerly side of lot, as shown on recorded map.

Easement to Alabama Power Company as shown by instrument recorded in Real 220, Page 521; Real 220, Page 532 and Real 207, Page 380.

Reciprocal Easement Agreement between AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina as Trustee for the Public Employees Retirement System of Ohio and Eddleman Associates, as set out in instrument dated April 4, 1987 and recorded in Real 125, Page 249, and in Real 199, page 18.

Brook Highland Common Property Declaration of Covenants, Conditions and Restrictions recorded in Real 307, Page 950.

Declaration of Protective Covenants for the "Watershed Property", which provides, among other things, for an Association to be formed to assess and maintain the Watershed Maintenance Areas, etc. of the development; all of said covenants, restrictions and conditions being set out in instrument recorded in Real 194, Page 54.

Drainage Agreement between AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee of the Public Employees Retirement System of Ohio and Eddleman and Associates as set out in Real 125, P age 238, dated April 14, 1987.
Easement for sanitary sewer lines and water lines in favor of The Water Works and Sewer Board of the City of Birmingham recorded in Real 194, Page 1.

Restrictive Agreement and Protective Covenants including restrictive use of property as set out in Instrument #1992-14567; Real 308, Page 1; Instrument #1993-32511, in Real 181, page 995 and in Real 220, Page 339.

Title to all oil, gas and minerals within and underlying the premises, together with all oil 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 121, Page 294 and Deed Book 28, Page 581 in the Probate Office of Shelby County, Alabama.

Easement Agreement recorded as Instrument #20020510000223870.

Articles of Incorporation of Courtside at Brook Highland Association, Inc. recorded in Instrument #2001-29968.

Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title created by the "Condominium Ownership Act", Chapter 8, Section 35-8-1 et seq., Code of Alabama 1975, and the "Alabama Uniform Condominium Act of 1991", Chapter 8A, Section 35-8a-101 et seq., Code of Alabama, 1975; and set forth in the Declaration of Condominium, and the other applicable and related documents creating and regulating the subject condominium and its use.

Declaration of Condominium of Courtside at Brook Highland, a Condominium recorded as Instrument #2001-29968 and rerecorded as Instrument #20020521000241450, with an Amendment recorded as Instrument #20020510000223920 and corrected as Instrument #20020521000251460, along with corrective Amendment recorded as Instrument #20020521000241470.

Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities, and limitations, as applicable. As set out in and as referenced in deed recorded in Instrument #1998-15836 and in Instrument #20020607000269380.