20061219000616600 1/3 $679.00
Shelby Cnty Judge of Probate,AL
12/19/2006 09:18:27AM FILED/CERT

THIS INSTRUMENT PREPARED BY:
Gene W. Gray, Jr.
2100 SouthBridge Parkway, #338
Birmingham, Alabama 35209
(205)879-3400

WARRANTY DEED

State of Alabama
County of Shelby

KNOW ALL MEN BY THESE PRESENTS: That in consideration of SIX HUNDRED SIXTY TWO THOUSAND AND NO/100---------- ($662,000.00) to the undersigned Grantors in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, we, **SEAN K. JOHNSON AND SPOUSE RHONDA C. JOHNSON** (herein referred to as Grantors) do grant, bargain, sell and convey unto **PRIMACY CLOSING CORPORATION, a Nevada corporation** (herein referred to as Grantee), the following described real estate, situated in the State of Alabama, County of Shelby , to wit:

LOT 124, ACCORDING TO THE SURVEY OF GREYSTONE LEGACY 1ST SECTOR, AS RECORDED IN MAP BOOK 26, PAGE 79 A, B, AND C, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Subject to:

- Advalorem taxes due October 01, 2007 and thereafter.
- Easements and building line as shown on recorded map.
- Greystone Legacy Declaration of Covenants, Conditions and Restrictions as set out in instrument recorded as Instrument # 1999-50995 and Instrument No. 200303/2094 (Jefferson County); 1ST Amendment recorded in Instrument # 2000-4911;2ND Amendment recorded North Instrument # 2000-34390; 3RD Amendment recorded in Instrument # 2000-40197; 4TH Amendment recorded in Instrument #2001-16407; 5TH Amendment recorded in Instrument # 2001-48193; 6th Amendment recorded in Instrument # 20020823000401390; 7th Amendment recorded in Instrument #20021003000479580; 8TH Amendment recorded in Instrument # 20030220000107790; 9TH Amendment recorded in Instrument #20030420002534000 and Instrument No. 200309/4589 (Jefferson County).
- Access Easement Agreement as set out in instrument recorded in Instrument # 1999-12253, in Probate Office.
- Easement Agreement as set out in instrument recorded in Instrument # 1999-12254 in Probate Office.
- Restrictions, limitations, conditions and release of liability as set out in Map Book 26, Page 79 A, B & C, in Probate Office.
- Access Easement Agreement and Right of First Refusal Agreement dated February 12, 1999 and recorded in Instrument # 1999-7167, by and between Greystone Development Company, LLC and Gilbert Family Partnership, LTD. Roy W. Gilbert, Jr. and wife, Judith L. Gilbert, Roy W. Gilbert, III and Sharon K. Gilbert.
- Easement(s) granted to Alabama Power Company for electrical power as set out in Real Volume 133, Page 551; Deed Book 246, Page 848 and Real Volume 142, Page 188, in Probate Office.
- 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 243, Page 828.
- Declaration of use restrictions between Greystone Development Company, LLC, Stillmeadows Farm, Ltd. and Walter Dixon, recorded in Instrument#1999-12252; 1st Amendment recorded in Instrument # 2000-12771 and transferred in Instrument# 2001-38395 in Probate Office.
- Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 246, Page 849 and Deed Book 138, Page 588 in Probate Office.
- Right of Way in favor of South Central Bell Telephone

Company by instrument(s) recorded in Real Volume 21, Page 312, in the Probate Office.

- Easement(s) to Alabama Power Company as shown by instrument recorded in Deed Book 351, Page 1 in the Probate Office.
- Declaration of Watershed Protective Covenants for Greystone Development as recorded in Instrument# 2000-17644, with Assignment and Assumption Agreement recorded in Instrument# 2000-20625 and Instrument No. 200006/5078 (Jefferson County), in Probate Office.
- Easement Agreement by and between City of Birmingham and Greystone Development Co., LLC dated May 18,2000, recorded in Instrument #2000-17642 in Probate Office.
- Consent Agreement by and between Charles Steven Daughtry and Greystone Development CO., LLC dated June 5, 2000, recorded in Instrument # 2000-19405 in Probate Office.
- Agreement with Respect to Establishment of certain Restrictions and other agreements and 1ST Amendment to Declaration of Restrictions, including the Right to First Offer as set out in Instrument #1998-32193 and Affidavit recorded in Instrument # 1999-33838, with waivers recorded in Instrument #1999-50993; Instrument# 2000-2826; Instrument # 2000-2827 and Instrument # 2000-4912 in Probate Office.
- Reciprocal Easement Agreement as recorded in Instrument # 2001-38396 and Instrument No.200307/9438 (Jefferson County), in Probate Office.
- Release of damages as set out in instrument recorded in Instrument# 20020606000265780 in the Probate Office.

TO HAVE AND TO HOLD unto the said Grantee its successors and assigns, forever; And I/we do for myself/ourselves and for my/our heirs, executors, and administrators covenant with said Grantee, its successors and assigns, that I/we am/are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I/we have a good right to sell and convey that same as aforesaid; that I/we will and my/our heirs, executors and administrators shall, warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, We have hereunto set our hand(s) and seal(s), this 30th day of November, 2006.

SEAN K. JOHNSON

RHONDA C. JOHNSON

STATE OF Alabama
COUNTY OF Calhoun

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **SEAN K. JOHNSON** whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 30th day of November, 2006.

Notary Public
Print Name: ANNA KING
Commission Expires: 10-4-08

(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.

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20061219000616600 3/3 $679.00
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12/19/2006 09:18:27AM FILED/CERT

STATE OF ALABAMA
COUNTY OF CALHOUN

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **RHONDA C. JOHNSON** whose name 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 30th day of November, 2006.

Notary Public
Print Name: Lacey C. Humphries
Commission Expires: 7-13-09
MUST AFFIX SEAL

(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.

Shelby County, AL 12/19/2006
State of Alabama

Deed Tax:$662.00