SEND TAX NOTICE TO:
CARRIE J. GODFREY
612 BENTMOOR DRIVE
HELENA, AL 35080
 # 13-4-20-4-004-029.000-rr

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

20070411000167790 1/2 $56.00
Shelby Cnty Judge of Probate,AL
04/11/2007 01:56:09PM FILED/CERT

WARRANTY DEED

Shelby County, AL 04/11/2007
State of Alabama

Deed Tax:$42.00

State of Alabama
County of Shelby

KNOW ALL MEN BY THESE PRESENTS: That in consideration of **ONE HUNDRED SEVNETY SIX THOUSAND ONE HUNDRED& NO100**---------- ($**176,100**) 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 **CARRIE J. GODFREY** (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 1431 ACCORDING TO THE SURVEY OF OLD CAHABA IV 2ND ADDITION, PHASE TWO AS RECORDED IN MAP BOOK 33, PAGE 129 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

Subject to:

- Advalorem taxes due October 01, 2007 and thereafter.
- Restrictions appearing of record in Instrument # 20040813000455150.
- Right of Way granted to Shelby County, Alabama as recorded in Deed Book 155, Page 331; Deed Book 155, Page 425; Lis Pendens 2, Page 165 and Deed Book 156, Page 203.
- Right of way to Alabama Power Company as set out in instrument(s) recorded in Deed Book 138, Page 309; Deed Book 131, Page 447; Deed Book 247, Page 853; Deed Book 127, Page 408; Deed Book 134, Page 85; Deed Book 230, Page 113; Deed Book 139, Page 238; Deed Book 257, Page 213 and Real Book 46, Page 69.
- 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 15, Page 415; Deed Book 61, Page 164; Real Book 133, Page 277 and Real Book 321, Page 629.
- Basement to Plantation Pipe Line recorded in Deed Book 112, Page 584 and Deed Book 257, Page 213.
- Right of way to McKenzie Mineral Methane Corporation recorded in Deed Book 259, Page 610.
- Terms, agreements and right of way to Alabama Power Company as recorded in Instrument #20040629000355140 and Instrument # 20040910000506080.
- Restrictions, limitations and conditions as shown on recorded map, including the release of damages for potential natural lime sink holes.

$**134,100.00** 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

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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 **March**, 2007.

PRIMACY CLOSING CORPORATION,
a Nevada Corporation

by: [signature]

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 V. 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 March, 2007.

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

[signature]
Notary Public
Print Name: Nevadia E Ashley
Commission Expires: 06-29-10
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.