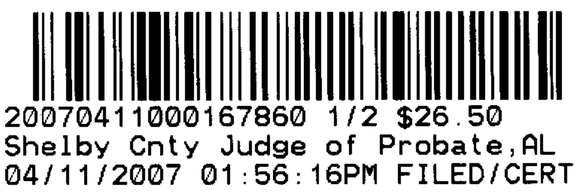
SEND TAX NOTICE TO:
SALLY BRAINARD & SHAWN F. BRAINARD
205 WOODBURY DRIVE
STERRETT, AL 35147
#09-5-21-0-000-001.192

THIS INSTRUMENT PREPARED BY:
Gene W. Gray, Jr.
2100 SouthBridge Parkway, #338
Birmingham, Alabama 35209
(205)879-3400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Shelby Cnty Judge of Probate,AL
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WARRANTY DEED

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

Deed Tax:$12.50

State of Alabama
County of Shelby

KNOW ALL MEN BY THESE PRESENTS: That in consideration of TWO HUNDRED FORTY EIGHT THOUSAND AND NO/100---------- ($ 248,000.00) 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 SALLY BRAINARD and SHAWN F. BRAINARD (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 515, ACCORDING TO THE SURVEY OF FOREST PARKS, 5TH SECTOE, AS RECORDED IN MAP BOOK 23, PAGE 155 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.
Subject to:

- Advalorem taxes due October 01, 2007 and thereafter.
- Right of way to Alabama Power Company as set out in instrument(s) recorded in Deed Book 139, Page 127; Deed Book 236, Page 829; Deed Book 139, Page 127; Deed Book 133, Page 210; Deed Book 126,Pages 191 and 192; Deed Book 126. Page 323; Deed Book 214, Page 519; Deed Book 124, page 519 and Deed Book 31, Page 255.
- 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 personal property as a result of the exercise of such rights as recorded in Deed Book 53, page 262.
- Restrictions appearing of record in Instrument #1997-25446 and Instrument #1997-25449, and rerecorded in Instrument # 1998-23896 and Instrument ft 1998-14554. Right of Way to Shelby County as recorded in Instrument # 1993-3962; Deed Book 228, Page 341 and Deed Book 228, Page 339.
- Release of damages regarding storm water runoff as set out in Instrument # 1996-31 156.
- Easements and building line as shown on recorded map.
- Restrictions, limitations and conditions as shown on recorded map.
- Agreement as recorded in Deed Book 334, Page 585.
- Covenants, restrictions and limitations as recorded in Instrument # 1996-31156.

$ 235,600.00 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

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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 _____, 2007.

PRIMACY CLOSING CORPORATION,
a Nevada Corporation

by: _____

its: _____

STATE OF TENNESSEE
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert A. Bassett (or) Felicia Wenge whose name as Vice President (or) Asst Sec 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 26th day of March, 2007.

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

Nevadia E. Ashley
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.