

**SEND TAX NOTICE TO:**

**Kelly B. Stracener**


**1279 Legacy Drive**

**Birmingham, AL 35242**

**#03-5-22-1-004-019.000**

**THIS INSTRUMENT PREPARED BY:**

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

  
20071023000490020 1/2 \$214.00  
Shelby Cnty Judge of Probate, AL  
10/23/2007 08:56:31AM FILED/CERT

**WARRANTY DEED**

State of Alabama  
County of Shelby

Shelby County, AL 10/23/2007  
State of Alabama

Deed Tax: \$200.00

**KNOW ALL MEN BY THESE PRESENTS:** That in consideration of **EIGHT HUNDRED SIXTY THOUSAND & NO/100— (\$860,000)** to the undersigned GRANTOR in hand paid by the GRANTEEES, 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 **Kelly B. Stracener** (herein referred to as GRANTEEES) 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 419, ACCORDING TO THE SURVEY OF GREYSTONE LEGACY, 4<sup>TH</sup> SECTOR AS RECORDED IN MAP BOOK 28, PAGE 41 IN THE PROBATE OFFICE OF SHLEBY COUNTY, ALABAMA.**

Subject to:

Advalorem taxes due October 01, 2007 and thereafter.

Building setback lines, easements and restrictions as shown by recorded map.

Minerals and mining rights not owned by Grantors.

Restrictions, release of damages, setback lines, as recorded in Instrument #2002-8570.

Restrictions appearing of record in Instrument #2001-20762.

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 121, Page 294 and Deed Book 243, Page 828.

Restrictions appearing of record in Instrument #1999-50995; 1<sup>ST</sup> Amendment in Instrument #2000-4911; 2<sup>ND</sup> Amendment in Instrument #2000-34390; 3<sup>RD</sup> Amendment in Instrument #2000-40197 and 4<sup>TH</sup> Amendment in Instrument #2001-16407.

Access easement agreement in Instrument #1999-12253.

Easement in Instrument #1999-12254

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, L.L.C. and Gilbert Family Partnership, LTD, Roy W. Gilbert, Jr. and wife, Judith L. Gilbert, Roy W. Gilbert, III and wife, Sharon R. Gilbert.

Right of way to Alabama Power Company as set out in instrument(s) recorded in Real Book 133, Page 551; Real Book 142, Page 188; Deed Book 138, Page 588; Deed Book 246, Page 848; Deed Book 246, Page 849 and Deed Book 351, Page 1.

Declaration of use of restrictions between Greystone Development Company, L.L.C., Stillmeadow Farm Land, Ltd. and Walter Dixon, recorded in Instrument #1999-12252.

Right of Way granted to South Central Bell Telephone Company by instrument(s) recorded in Real Volume 21, Page 312.

Reciprocal Easement Agreement as recorded in Instrument #2001-2196.

Declaration of Watershed Protective Covenants for Greystone Development as recorded in Instrument #2000-17644 and Assignment and Assumption of Rights recorded in Instrument #2000-20625.

Agreement with Respect to Certain Established Restrictions and Other Agreements as recorded in Instrument #1998-32193.

Greystone Planned Unit Development Zoning Application and Development Plan as recorded in Instrument #1996-31891.

Covenant and Agreement for water service as recorded in Real Book 235, Page 574.

Restrictions appearing of record in Misc. Book 12, Page 852, amended in Misc. Book 15, Page 840.

Reciprocal Easement Agreement as set out in Instrument #2001-38396 and amended in Instrument #20040301000102720.  
Easement Agreement as recorded in Instrument #20040102000001560.

\$660,000 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 17<sup>th</sup> day of October, 2007.

**PRIMACY CLOSING CORPORATION,  
a Nevada Corporation**

by: \_\_\_\_\_

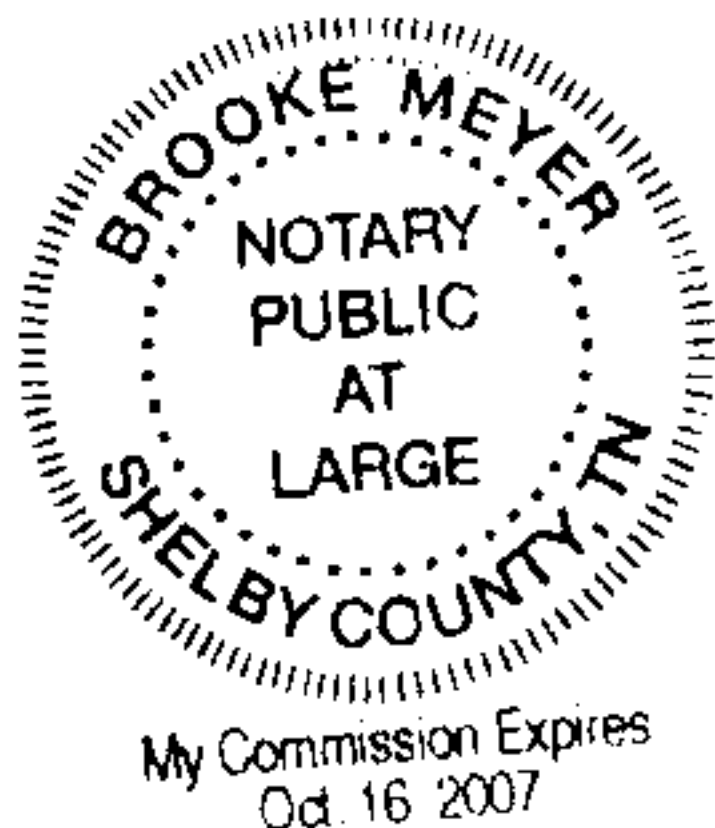
its: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF SHELBY

20071023000490020 2/2 \$214.00  
Shelby Cnty Judge of Probate, AL  
10/23/2007 08:56:31AM FILED/CERT

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that ROSS A. BOSWELL whose name as vice President 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 11<sup>th</sup> day of October, 2007.



\_\_\_\_\_  
Notary Public  
Print Name: Brooke Meyer  
Commission Expires: 10-16-07  
**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.