


SEND TAX NOTICE TO:
JERRY L. & SARAH E. JOHNSTON
5209 ENGLISH WAY
BIRMINGHAM, AL 35242
#03-8-34-0-002-046.000

THIS INSTRUMENT PREPARED BY:

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


20080925000380760 1/2 \$73.50
Shelby Cnty Judge of Probate, AL
09/25/2008 03:28:14PM FILED/CERT

WARRANTY DEED

State of Alabama
County of Shelby

KNOW ALL MEN BY THESE PRESENTS: That in consideration of TWO HUNDRED NINETY -FIVE THOUSAND FIVE HUNDRED (\$295,500.00) 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 JERRY L. JOHNSTON AND SARAH E. JOHNSTON (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 46, according to the Survey of Greystone Farms, English Turn Sector, Phase 1, as recorded in Map Book 19, Page 142, in the Probate Office of Shelby County, Alabama.

Subject to:

- Advalorem taxes due October 01, 2008 and thereafter.
- Easements and building line as shown on recorded map.
- Covenants, conditions and restrictions as set out in Instrument #1995-10092; Instrument #1995-14162; Instrument #1995-29719; Instrument #2001-17814.
- Restrictions, covenants and conditions appearing of record in Instrument #1995-16401; First Amendment recorded in Instrument #1996-01432; Second Amendment recorded in Instrument #1996-21440; Third Amendment recorded in Instrument #1997-02587; Fourth Amendment recorded in Instrument #1998-10062; Fifth Amendment recorded in Instrument #1998-30335 and Sixth Amendment recorded in Instrument #2000-09754.
- 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 60, Page 260,.
- Restrictions, limitations and conditions as set out in Map Book 19, Page 142.
- Easement(s) to BellSouth Communications as shown by instrument recorded in Instrument #1995-7422.
- Amended and Restated Restrictive Covenants including building set back lines and specific provisions for dense buffer along Hugh Daniel Drive, all as set out in Instruments recorded in Real 265, Page 96, in Probate Office, and which said building setback lines and dense buffer are shown on survey of Paragon Engineering, Inc., dated 7/14/94.
- Shelby Cable Agreement as recorded in Real 350, Page 545.
- Covenants and agreement for water service as set out in an Agreement recorded in Real Book 235, Page 574, and modified by Agreement recorded as Instrument #1992-20786, and as further modified by Agreement recorded in Instrument #1993-20840.
- Right of Way from Daniel Oak Mountain Limited to Shelby County recorded on July 13, 1994 as Instrument #1994-21963.
- Development Agreement between Daniel Oak Limited Partnership, Greystone Residential Association, Inc., Greystone Ridge, Inc. and United States Fidelity and Guaranty Company as Instrument #1994- 22318, and 1st Amendment recorded in Instrument #1996-0530.
- Greystone Farms Reciprocal Easement Agreement recorded as Instrument #1995-16400.
- Greystone Farms Community Center Property Declaration of Covenants, Conditions and Restrictions recorded as Instrument #1995-16403.
- Release of damages as set out in Instrument #1995-10092; Instrument #1995-14162 and Instrument #1995-29719.

\$ 236, 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.

Shelby County, AL 09/25/2008
State of Alabama

Deed Tax: \$59.50

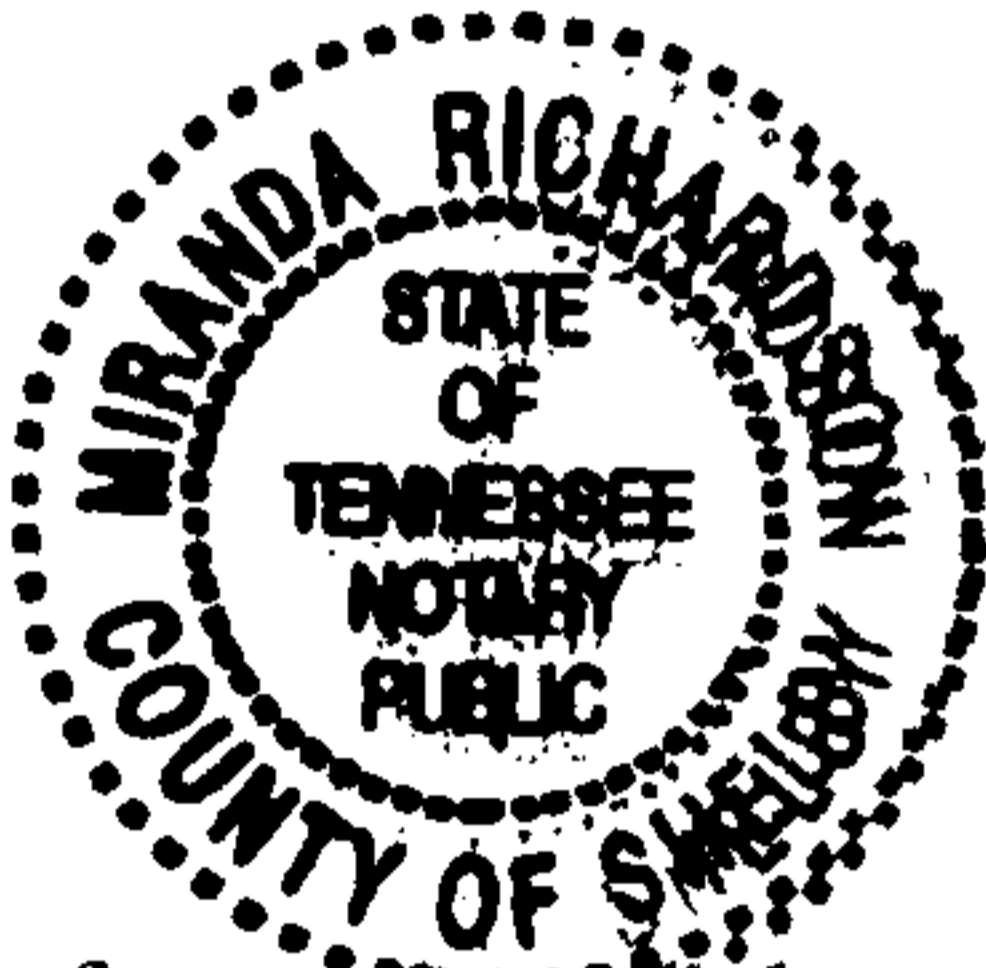
IN WITNESS WHEREOF, GRANTOR by its VICE PRESIDENT who is
authorized to execute this conveyance, hereto sets its signature and seal this 25th day of August,
2008.

PRIMACY CLOSING CORPORATION,
a Nevada Corporation

by: [Signature]
its: [Signature]

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 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 25th day of August, 2008.



Miranda Richardson
Notary Public
Print Name: Miranda Richardson
Commission Expires My Commission Expires July 17, 2012

(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.