

Shelby County, AL 10/30/2008  
State of Alabama

Deed Tax: \$18.00

208033  
SEND TAX NOTICE TO:

Jerry Don Jones

4264 Ashington Dr  
35242

#03-9-30-0-002-002.010

**THIS INSTRUMENT PREPARED BY:**

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

**WARRANTY DEED**



20081030000421650 1/2 \$32.00  
Shelby Cnty Judge of Probate, AL  
10/30/2008 11:06:03AM FILED/CERT

State of Alabama  
County of Shelby

**KNOW ALL MEN BY THESE PRESENTS:** That in consideration of Three Hundred Fifty Two Thousand Five Hundred (\$352,500) to the undersigned GRANTOR in hand paid by the GRANTEE, 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 Don Jones (herein referred to as GRANTEE) 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 241, ACCORDING TO THE SURVEY OF BROOK HIGHLAND, AN EDDLEMAN COMMUNITY, 6<sup>TH</sup> SECTOR, 2<sup>ND</sup> PHASE, AS RECORDED IN MAP BOOK 15, PAGE 50 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

Subject to:

Advalorem taxes due October 01, 2007 and thereafter.

Declaration of protective covenants for the Watershed Property as recorded in Book 194, Page 54.

Non-exclusive easement and agreement between Eddleman & Associates and The Water Works and Sewer Board of the City of Birmingham, as recorded in Book 194, Page 20 and Book 194, Page 43.

Easement and agreement as set out in Book 194, Page 1 and Book 194, Page 40.

Reciprocal easement agreement as recorded in Book 125, Page 149 and Book 199, Page 18.

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 32, Page 48 and Deed Book 121, Page 294.

Right of way to Alabama Power Company as set out in instrument recorded in Book 207, Page 380.

Notice is hereby given that the recorded subdivision map(s), as recorded in Map Book 15, Page 50 A and B, contains on the face of same a statement pertaining to natural lime sinks.

Restrictions, limitations and conditions as shown on recorded map(s).

Terms, agreements and right of way to Alabama Power Company as recorded in Book 364, Page 399 and Book 181, Page 995.

Agreement with Alabama Power Company for Underground Residential Distribution as shown by instrument(s) recorded in Book 377, Page 433.

Declaration of Protective Covenants as recorded in Book 194, Page 254, along with Articles of Incorporation of Brook Highland Homeowner's Association, Inc. as recorded in Book 194, Page 281 and By-Laws of Brook Highland Homeowner's Association, Inc. as recorded in Book 194, Page 281 and amended in Book 228, Page 882; Book 228, Page 886; Book 255, Page 131; Book 263, Page 604 and Book 311, Page 78, Supplemental Declaration of Protective Covenants of Brook Highland, an Eddleman Community, 6th Sector, I Phase, as recorded in Book 317, Page 767 and Supplemental declaration of Protective Covenants of Brook Highland, an Eddleman Community, 6th Sector, 2nd Phase as recorded in Book 353, Page 969, in said Probate Office and Supplemental Declaration of Protective Covenants of Brook Highland Eleventh Sector Second Phase, as recorded in Instrument# 1997-6062; Supplemental Declaration of Protective Covenants for Brook Highland as recorded in Instrument# 1997-34700, rerecorded in Instrument # 1998-19414.

Easements and building line as shown on recorded map.

Right of Way granted to the Water Works and Sewer Board of the City of Birmingham as recorded in Book 252, Page 210.

Drainage Agreement as recorded in Book 125, Page 238.

Release of damages as recorded in Book 365, Page 568 and Book 365, Page 571.

\$334,600 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 5<sup>th</sup> day of February 2007.

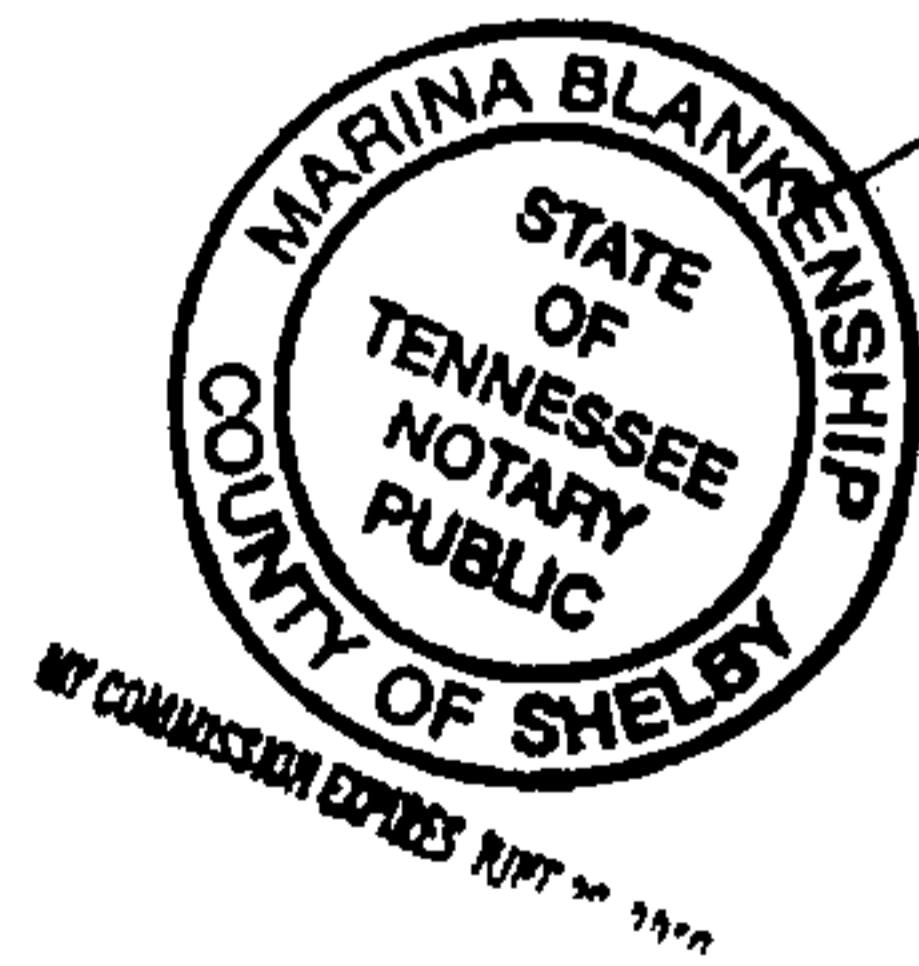
**PRIMACY CLOSING CORPORATION,**  
a Nevada Corporation

by: [Signature]  
its: W

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 5<sup>th</sup> day of Feb, 2008.



(SEAL)

[Signature]  
Notary Public  
Print Name: Marina Blankenship  
Commission Expires: 10-29-2010  
**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.

True and correct copy - Original unavailability  
[Signature]