


SEND TAX NOTICE TO:
RUTH A. HOWALD
SCOTT D. MONTGOMERY
136 SPRING ROAD B'HAM, AL 35242
#10-6-23-0-003-023.000

THIS INSTRUMENT PREPARED BY:

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

WARRANTY DEED


20100504000136490 1/1 \$92.00
Shelby Cnty Judge of Probate, AL
05/04/2010 10:52:52 AM FILED/CERT

State of Alabama
County of Shelby

KNOW ALL MEN BY THESE PRESENTS: That in consideration of **FOUR HUNDRED FIVE THOUSAND AND NO/100 DOLLARS (\$405,000.00)** 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 **RUTH A. HOWALD and SCOTT D. MONTGOMERY** (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 27, BLOCK 1, ACCORDING TO THE SURVEY OF SUMMER PLACE, SECOND SECTOR AS RECORDED IN MAP BOOK 17, PAGE 132 A & B IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Subject to:

Advalorem taxes due October 01, 2010 and thereafter.

Building setback lines and easements as shown by recorded map.

Restrictions of record in INST# 1993/37126; INST# 1995/7657; and INST# 1996/37918.

Terms, agreements and right of way to Alabama Power Company in INST# 1994/1198.

Right of Way granted Alabama Power Company in Deed Book 101, Page 541.

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 INST# 1995/30015.

\$ 324,000.00 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.

IN WITNESS WHEREOF, GRANTOR by its _____ who is authorized to execute this conveyance, hereto sets its signature and seal this **19th** day of **APRIL, 2010**, 2008.

PRIMACY CLOSING CORPORATION,
a Nevada Corporation

Shelby County, AL 05/04/2010

State of Alabama
Deed Tax : \$81.00

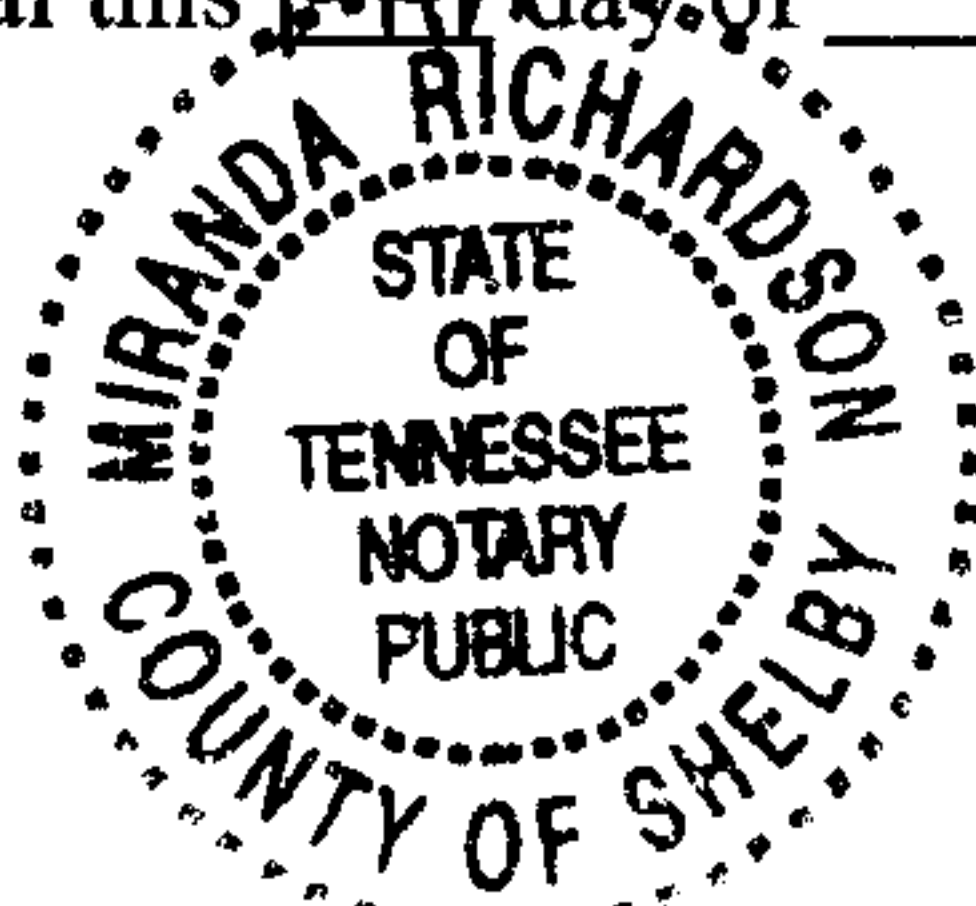
by: Vicki Puckett

its: Asst. Sec.

STATE OF TENNESSEE
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Vicki Puckett whose name as 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 19th day of April, 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.