

6296

(RECORDING INFORMATION ONLY ABOVE THIS LINE)
This Instrument was prepared by: SEND TAX NOTICE TO:

R. Shan Paden
PADEN & PADEN
Attorneys at Law
5 Riverchase Ridge, Suite 100
Birmingham, Alabama 35244

LEE R. HENDERSON
1048 HERMITAGE CIRCLE
BIRMINGHAM, AL 35242

Inst # 2001-43222

10/05/2001-43222
08:24 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CH 67.00

STATE OF ALABAMA)

COUNTY OF SHELBY)

JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

WARRANTY DEED

Know All Men by These Presents: That in consideration of TWO HUNDRED SIXTY FIVE THOUSAND and 00/100 (\$265,000.00) DOLLARS to the undersigned grantor, ALIANT BANK in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR, does by these presents, grant, bargain, sell and convey unto LEE R. HENDERSON, AN UNMARRIED PERSON and LEIGH MEREDITH HUDSON, AN UNMARRIED PERSON, (herein referred to as GRANTEES, as joint tenants, with right of survivorship, whether one or more) the following described real estate, situated in SHELBY County, Alabama, to-wit:

LOT 3108 ACCORDING TO THE AMENDED MAP OF HIGHLAND LAKES, 3RD SECTOR, PHASE I, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 21, PAGE 124, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

TOGETHER WITH NONEXCLUSIVE EASEMENT TO USE THE PRIVATE ROADWAYS, COMMON AREA ALL AS MORE PARTICULARLY DESCRIBED IN THE DECLARATION OF EASEMENTS AND MASTER PROTECTIVE COVENANTS FOR HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION, RECORDED AS INSTRUMENT #1994-07111 AND AMENDED IN INSTRUMENT #1996-17543, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA AND THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION, 3RD SECTOR, RECORDED AS INSTRUMENT #1996-17544, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO:

1. TAXES FOR THE YEAR 2001 WHICH CONSTITUTE A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 2001.
2. DECLARATION OF EASEMENTS AND MASTER PROTECTIVE COVENANTS IN INSTRUMENT #1994-7111 AND AMENDED IN INSTRUMENT #1996-17543 AND FURTHER AMENDED IN INSTRUMENT #1999-31095.
3. ARTICLES OF INCORPORATION OF HIGHLAND LAKES RESIDENTIAL ASSOCIATION, INC. IN INSTRUMENT #9402/3947.
4. RESTRICTIONS APPEARING OF RECORD IN INSTRUMENT #1996-17544.
5. TITLE TO ALL MINERALS WITHIN AND UNDERLYING THE PREMISES, TOGETHER WITH ALL MINING RIGHTS AND OTHER RIGHTS, PRIVILEGES, IMMUNITIES AND RELEASE OF DAMAGES RELATING THERETO, AS RECORDED IN BOOK 28, PAGE 237.

6. RESTRICTIONS AS SHOWN ON RECORDED MAP.
7. RIGHT OF WAY TO SHELBY COUNTY IN DEED BOOK 95, PAGE 503 AND BOOK 196, PAGE 246.
8. LAKE EASEMENT AGREEMENT IN INSTRUMENT 1993-15705.
9. EASEMENT FOR INGRESS AND EGRESS IN INSTRUMENT 1993-15704.
10. AGREEMENTS, RESERVATIONS CONDITIONS SET BACK LINES AND RELEASE OF DAMAGES AS SET OUT IN INSTRUMENT 1999-28742.
11. RIGHT OF WAY TO WATER WORKS AND SEWER BOARD OF THE CITY OF BIRMINGHAM IN INSTRUMENT 1996-25667 AND INSTRUMENT 1995-34035.
12. RIGHT OF WAY GRANTED TO ALABAMA POWER COMPANY BY INSTRUMENT RECORDED IN BOOK 111, PAGE 408, BOOK 109, PAGE 70, BOOK 149, PAGE 380 BOOK 173, PAGE 364, BOOK 276, PAGE 670; BOOK 134, PAGE 408; BOOK 133, PAGE 212; BOOK 133, PAGE 210 AND BOOK 31, PAGE 355.
13. AGREEMENT WITH SHELBY CABLE IN INSTRUMENT 1997-33476.

\$212,000.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

TO HAVE AND TO HOLD Unto the said GRANTEES as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees 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 said GRANTOR does for itself, its successors and assigns, covenant with the said GRANTEES, his, her, or 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 the same as aforesaid, and that it will and its successors and assigns shall warrant and defend the same to the said GRANTEES, his, her, or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR, ALIANT BANK, by its SR. VICE PRESIDENT, JIMMY C. MAPLES who is authorized to execute this conveyance, has hereunto set its signature and seal, this the 7th day of September, 2001.

ALIANT BANK

By: 
JIMMY C. MAPLES, SR. VICE PRESIDENT

STATE OF ALABAMA)
COUNTY OF SHELBY)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that JIMMY C. MAPLES, whose name as SR. VICE PRESIDENT of ALIANT BANK, a 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 or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 7th day of September, 2001 *Inst # 2001-43222*


Notary Public

My commission expires: 9.29.02

10/05/2001-43222
08:24 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CH 67.00