20040729000421130 Pg 1/3 35.50 Shelby Cnty Judge of Probate; AL 07/29/2004 11:04:00 FILED/CERTIFIED

Send tax notice to:

Barry Storer

263 Highland Park Drive

Birmingham, AL 35242

This instrument prepared by: Stewart & Associates, P.C. 3595 Grandview Pkwy, #350 Birmingham, Alabama 35243

STATE OF ALABAMA COUNTY Shelby

RELI, INC.
5336 Stadium Trace Parkway
Suite #104
Hoover, Alabama 35244

## WARRANTY DEED

# KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Three Hundred Sixty Nine Thousand and 00/100 Dollars (\$369,000.00) in hand paid to the undersigned Jerry F. McPherson and Stacey S. McPherson, husband and wife (hereinafter referred to as Grantors") by Barry Storer and Susan Storer, (hereinafter referred to as Grantees"), the receipt and sufficiency of which are hereby acknowledged, Grantors do, by these presents, grant, bargain, sell, and convey unto Grantees, as joint tenants with right of survivorship, the following described real estate situated in Shelby County, Alabama, towit:

### PARCEL I:

Lot 1709-A, according to the Re-subdivision of Highland Lakes, 17th Sector, an Eddleman Community, as recorded in Map Book 27, Page 90, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Together with nonexclusive easement to use the private roadways, common areas, all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded in 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, 17th Sector, recorded in Instrument #2000-41317, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

#### PARCEL II:

The non-exclusive easement for ingress and egress, a wall and private driveway as set out in Instrument #2001-32297, in the Probate Office, more particularly described as follows:

A parcel of land situated in the Southwest 1/4 of Section 9, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Northwest corner of Lot 1709-A, as recorded in Resubdivision of Highland Lakes 17th Sector, an Eddleman Community Map Book 27, Page 90 A & B, said point also being on the East right of way of Highland Park Drive as recorded in said Highland Lakes, 17th Sector; thence run in a Southeasterly direction along the North line of said Lot 1709-A, and also along the South line of Lot 1708-A, as recorded in said Highland Lakes 17th Sector, for a distance of 13.0 feet to a point; thence turn an angle to the left of 90 degrees 00 minutes 00 seconds and run in a Northeasterly direction for a distance of 3.5 feet to a point; thence turn an angle to the right 90 degrees 00 minutes 00 seconds and run in a Southwesterly direction for a distance of 3.5 feet to a point on the North line of said Lot 1709-A; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run in a Northwesterly direction for a distance of 75.0 feet to the Point of Beginning.

All being situated in Shelby County, Alabama.

## SUBJECT TO:

The lien of Ad Valorem taxes for the year 2004 are a lien but neither due nor payable until 1 October, 2004.

10 foot easement across the rear of lot as shown by recorded map.

Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, as setforth in Instrument #1994-07111 and amended in Instrument #1996-17543 and further amended in Instrument #1999-31095.

Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 17th Sector, as recorded in Instrument #2000-41317.

Articles of Incorporation of Highland Lakes Residential Association, Inc., as setforth in Instrument #9402/3947.

Subdivision restrictions as shown by Map Book 26, page 10 A & B and in Map Book 27, page 90.

Title to all oil, gas and minerals within and underlying the premises, together with all oil and 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 81, page 417, in the Probate Office of Shelby County, Alabama.

35 foot minimum building setback line on the front and rear of lot and 8 foot setback line on the sides of lot as setforth in Deed Book 2000-15023.

Easement for ingress and egress to serve Highland Lakes Development as setforth in Instrument #1993-15704.

Lake Easement Agreement as setforth in Instrument #1993-15705.

Cable Agreement as setforth in Instrument #1997-19422.

Public utility easements as shown by recorded plat, including any tree bufferline as shown on recorded plat.

Release of damages as setforth in Instrument #1999-40620.

\$350,550.00 OF THE CONSIDERATION AS WAS PAID FROM THE PROCEEDS OF TWO MORTGAGE LOANS.

TO HAVE AND TO HOLD to Grantees, as joint tenants, with right of survivorship, their heirs, executors, administrators and assigns forever.

The Grantors do for themselves, their heirs and assigns, covenant with Grantees, their heirs, executors, administrators and assigns, that they are is lawfully seized in fee simple of said premises; that they are free from all encumbrances except as noted above; that they have a good right to sell and convey the same as aforesaid; and that they will, and their heirs, executors, administrators and assigns forever against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantor(s) Jerry F. McPherson and Stacey S. McPherson, husband and wife hereunto set their signature(s) and seal(s) on July 27, 2004.

Jerry F. McPherson

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Stacey S. McPherson

STATE OF ALABAMA COUNTY OF Jefferson

(NOTARIAL SEAL)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jerry F. McPherson and Stacey S. McPherson, husband and wife, whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the  $\frac{27}{4}$  day of

Notary Public

Print Name:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Nov 6, 2007

\_\_\_\_\_...

Commission Expires: MY COMMISSION EXPIRES: Nov 6, 2007

BONDED THRU NOTARY PUBLIC UNDERWRITERS