This instrument was prepared by:
Clayton T. Sweeney, Esquire
2700 Highway 280 East, Suite 160
Birmingham, Alabama 35223

Send Tax Notice to:

Jeremy R. Bailey and Rachel G. Bailey

1072 Highland Village Trail

Birmingham, Alabama 35242

STATE OF ALABAMA)
COUNTY OF SHELBY)

20150713000235400 1/6 \$48.50 20150713000235400 of Probate, AL Shelby Cnty Judge of Probate, 07/13/2015 09:39:43 AM FILED/CERT

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Three Hundred Ninety Five Thousand Five Hundred and No/100 Dollars (\$395,500.00) to the undersigned grantor, EDDLEMAN RESIDENTIAL, LLC, an Alabama limited liability company, (herein referred to as "Grantor"), in hand paid by Grantees named herein, the receipt of which is hereby acknowledged, the said EDDLEMAN RESIDENTIAL, LLC, an Alabama limited liability company, does by these presents, grant, bargain, sell and convey unto Jeremy R. Bailey and Rachel G. Bailey, for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion (hereinafter referred to as "Grantee", whether one or more), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 38, 2nd Amendment to the Amended Map of The Village at Highland Lakes, Sector One, an Eddleman Community, as recorded in Map Book 38, Page 24 A-E, in the Office of the Judge of Probate of Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, common areas all as more particularly described in the Easements and Master Protective Covenants for The Village at Highland Lakes, a Residential Subdivision, recorded as Instrument No. 20060421000186650 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for The Village at Highland Lakes, a Residential Subdivision, Sector One, recorded as Instrument No. 20060421000186670, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").

Mineral and mining rights excepted.

Shelby County, AL 07/13/2015 State of Alabama Deed Tax:\$19.50

\$376,105.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

The above property is conveyed subject to:

- (1) Ad Valorem taxes due and payable October 1, 2015 and all subsequent years thereafter, including any "roll-back taxes."
- Public utility easements as shown by recorded plat, including any storm or sewer easements as shown on recorded plat.

(3) Transmission line permit(s) to Alabama Power Company as recorded in Deed Book 247, Page 905;

Deed Book 139, Page 569; and Deed Book 134, Page 411, in said Probate Office.

(3) Right of way granted to Shelby County as set forth in Deed Book 196, Pages 237, 248 and 254;

Instrument No. 20060630000314890; Instrument No. 20060630000315260 and Instrument No.

20060630000315270 in said Probate Office.

(4) Easement to Shelby County as recorded in Instrument #1992-15747 and Instrument #1992-24264, in

said Probate Office.

(5) Ingress and egress easements as recorded in Real Book 321, Page 812, in said Probate Office.

(6) Right of way for roadway as set forth in Real 103, Page 844 and Map Book 3, Page 148, in the Office

of the Judge of Probate of Shelby County, Alabama.

(7) Declaration of Easements and Master Protective Covenants for The Village at Highland Lakes, a

Residential Subdivision, which provides, among other things, for an Association to be formed to assess

and maintain the private roadways, etc. of the development; all of said covenants, restrictions and

conditions being set out in instrument recorded as Instrument #2006421000186650, in said Probate

Office of Shelby County, Alabama, along with Articles of Incorporation of Highland Village Residential

Association, Inc. as recorded as Instrument #2006031400012830, in the Office of the Judge of

Probate of Jefferson County, Alabama.

(8) Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision,

Sector One, as recorded as Instrument #20060421000186670, in said Probate Office.

(9) Subject to covenants, conditions and restrictions (deleting therefrom, and restrictions indicating any

preference, limitation, or discrimination based on race, color, religion, sex, handicap, family status or

national origin) as set forth in the document recorded in Instrument #20041202000659280;

Instrument No. 20060224000089280; Instrument No. 20060421000186650 and Instrument No.

20060421000186670 and amended in Instrument No. 20060712000335740, in said Probate Office.

(10) Subdivision restrictions, limitations and conditions as set out in Map Book 36, Page 95 A-E, Map Book

37, Page 73 A-E and Map Book 38, Page 24 A-D, in said Probate Office.

(11) Title to all 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 said Probate Office.

(12) Subject to the provision of Sections 2.3 and 2.6 of the Declaration, the property shall be subject to the

following minimum setbacks:

(a) As per plot plan which must be approved by the ARC;

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(13) Articles of Incorporation of The Village at Highland Lakes Improvement District as recorded in Instrument # 20051209000637840 and Notice of Final Assessment of Real Property by The Village at Highland Lakes Improvement District as recorded in Instrument # 20051213000644260.

(14) Memorandum of Sewer Service Agreement regarding The Village at Highland Lakes in favor or Double Oak Water Reclamation, LLC as recorded in Instrument No. 20121107000427760.

(15) Right of Way granted to Alabama Power Company as set forth in Instrument No. 20060630000314890; Instrument No. 20060630000315260 and Instrument No.

20060630000315270.

(16) Grant of land easement and restrictive covenants in favor or Alabama Power Company recorded in

Instrument No. 20060828000422180 and Instrument No. 20008280004222190

This conveyance is made with the express reservation and condition that by acceptance of this deed, the Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permitees, licensees and lessees, hereby release and forever discharge Grantor and the Village at Highland Lakes, Inc., Village at Highland Lakes, Ltd., Eddleman Properties, Inc., Eddleman Realty, LLC, Eddleman Residential, LLC and Regent Park Homes, LLC (herein collectively referred to as the Village at Highland Lakes entities) their successors and assigns, from any and all liability, claims and causes of action whether arising at law (by contract or in tort) or in equity with respect to damage or destruction of property and injury to or death of any person located in, on, or under the surface of or over lands herein conveyed, as the case may be, which are caused by, or arise as a result of, past or future soil, subsoil or other conditions (including without limitation, sinkholes, underground mines, and limestone formations) under or on the Property, whether contiguous or non-contiguous. Further, the Grantee, its successors and assigns hereby acknowledges that Grantor shall not be liable for and no action asserted against Grantor in connection with any drainage easements, ditches or pipes or drainage problems associated therewith and that Grantee has inspected the same and accepts the property along with all drainage easements, ditches or pipes or drainage problems in its present "AS IS" condition. Grantee acknowledges that it has made its own independent inspections and investigations of the hereinabove described land and is purchasing the Property in reliance upon such inspections and investigations thereof. For purposes of this paragraph the term Grantor and Village at Highland Lakes entities shall mean and refer to (i) the officers, directors, agents and employees of Grantor and the Village at Highland Lakes entities as defined herein above and any successors or assigns hereof. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through Grantee.

TO HAVE AND TO HOLD, the property above described together with all and singular the rights, privileges, tenements, appurtenances, and improvement unto the said Grantees, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor, forever.

20150713000235400 3/6 \$48.50 Shelby Cnty Judge of Probate, AL 07/13/2015 09:39:43 AM FILED/CERT IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this day of June, 2015.

GRANTOR:

EDDLEMAN RESIDENTIAL, LLC

an Alabama limited liability company

Douglas D. Eddleman,

Its: Managing Member

The Village at Highland Lakes - Sector One Lot 38 - Jeremy R. Bailey and Rachel G. Bailey

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as Managing Member of Eddleman Residential, LLC, an Alabama limited liability company, is signed to the foregoing Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, he, as such Managing Member, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal of office this the day of June, 2015.

NOTARY PUBLIC

My Commission expires: 6/2/2019

My Comm. Expires
June 2, 2018

PUBLIC - ARCHITECTURE

AND STATE ATTENDED

TO STATE ATTEND

20150713000235400 4/6 \$48.50 20150713000235400 of Probate, AL Shelby Cnty Judge of Probate, AL 07/13/2015 09:39:43 AM FILED/CERT

The Grantees execute this deed only to acknowledge and accept all covenants and restrictions contained hereinabove and Grantees, their successors and assigns, agree and understand that the property conveyed herein is subject to the foregoing covenants and restrictions.

Jerenny R. Bailey

Rachel G. Bailey

STATE OF ALABAMA) COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jeremy R. Bailey and wife, Rachel G. Bailey, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily for and as their act on the day the same bears date.

Given under my hand and official seal this 30 day of June, 2015.

NOTARY PUBLIC

My Commission expires: 67272019 The

My Comm. Expires

June 2, 2019

Shelby Cnty Judge of Probate, AL

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Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name	Eddleman Residential, LLC	Grantee's Name	Jeremy R. Bailey and Rachel G. Bailey
Mailing Address	2700 Hwy. 280 E., Ste. 425 Birmingham, AL 35223	Mailing Address	1072 Highland Village Trail Birmingham, AL 35223
Property Address	1072 Highland Village Trail	Date of Sale	June 30, 2015
	Birmingham, AL 35242		
		Total Purchase Price	\$395,500.00
		or	
20100	713000235400 6/6 \$48.50 Y Chty Judge of Probate, AL	Actual Value	\$
07/13	/2015 09:39:43 AM FILED/CERT	or Assessor's Market Value	\$
		7 (3303301 3 IVIdIAOC Value	<u>¥</u>
•	r actual value claimed on this form car dation of documentary evidence is not		tary evidence:
Bill of Sale	addition documentary evidence is not	□ Appraisal	
Sales Contract		Other	
☑ Closing Statement		Deed	
If the conveyance doo is not required.	cument presented for recordation cont	ains all of the required information ref	ferenced above, the filing of this form
	······································	Instructions	· · · · · · · · · · · · · · · · · · ·
Grantor's name and mailing address.	mailing address - provide the name	of the person or persons conveying	interest to property and their current
Grantee's name and	mailing address - provide the name of	the person or persons to whom interes	est to property is being conveyed.
Property address - the property was conveyed		eing conveyed, if available. Date of S	Sale - the date on which interest to the
Total purchase price offered for record.	- the total amount paid for the purchas	se of the property, both real and pers	onal, being conveyed by the instrument
•	roperty is not being sold, the true values is may be evidenced by an appraisal of		onal, being conveyed by the instrument the assessor's current market value.
the property as deter		n the responsibility of valuing property	lue, excluding current use valuation, of y for property tax purposes will be used
· · · · · · · · · · · · · · · · · · ·	,		true and accurate. I further understand ed in Code of Alabama 1975 § 40-22-1
		Eddleman Residential, L	
Date	<u> </u>	By: Douglas D. Eddleman, I	viember
Unattested	/ - +e+ 1 1 %	_ Sign	1-Comment
	(verified by)	(Grantor/Grantee/O	wner/Agent) circle one