

This instrument was prepared by:
Mary Lynn Campisi
3008 Pump House Road
Birmingham, AL 35242

Send Tax Notice To:
Deirdre P. Connelly
1419 Highland Lakes Trail
Birmingham, Alabama 35242

CORPORATION FORM WARRANTY DEED

380,000.00

STATE OF ALABAMA)

) KNOW ALL MEN BY THESE PRESENTS:

JEFFERSON COUNTY)

That in consideration of TEN AND NO/100-----(\$10.00) Dollars and other good and valuable consideration to the undersigned Grantor in hand paid by the Grantee herein, the receipt whereof is acknowledged, **DKM ENTERPRISES, INC., an Alabama corporation** (herein referred to as GRANTOR) does grant, bargain, sell and convey unto **DEIRDRE P. CONNELLY** (herein referred to as GRANTEE), the following described real estate situated in SHELBY County, Alabama, to-wit:

Lot 364, according to the Amended Map of Highland Lakes, 3rd Sector, Phase 1, as recorded in Map Book 21, page 124, 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 as Instrument #1994-07111 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, (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

The above property is conveyed subject to:

1. Ad Valorem taxes for the year 1997 and subsequent years, said taxes being a lien but not due and payable until October 1, 1997.

2. Any loss, claim, damage or expense including additional tax due, if any, due to the fact that ad valorem taxes for subject property have been paid under a current use assessment. (See 1975 Code of Alabama Section 40-7-25.3)

Easements as shown by plat recorded in the Probate Office of Shelby County, Alabama.

A 30 foot tree buffer along the Westerly side of lot as shown on said plat recorded in said Probate Office.

Restrictions, covenants and conditions as set out in instrument recorded in Instrument No. 1994-7111 and amended in Instrument No. 1996-17543 and Instrument No. 1996-17544, in said Probate Office.

6. Lake Easement Agreement executed by Highland Lake Properties, Ltd., and Highland Lake Development, Ltd., providing for easements, use by others, and maintenance of Lake property described within Instrument #1993-15705, in said Probate Office.

7. Easement for ingress and egress to serve Highland Lakes Development executed by Highland Lakes Development, Ltd., to Highland Lakes Properties, Ltd., recorded as Instrument #1993-15704, in said Probate Office.

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8. Restrictions, limitations and conditions as set out in Map Book 21, page 12, in said Probate Office.
9. Right-of-Way granted to Shelby County by instrument recorded in Deed Book 95, page 503, in said Probate Office.
10. Right-of-Way granted to the Water Works and Sewer Board of the City of Birmingham by instrument recorded in Instrument No. 1996-25667, in said Probate Office.
11. Riparian Rights, if any, in and to the use of lake.
12. Less and except any portion of subject property lying within lake.
13. Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities, and limitations, as applicable, as set out in, and as referenced in deed recorded in Instrument #1996-23730, in said Probate Office.

\$304,000.00 of the consideration stated hereinabove was paid from the proceeds of a mortgage loan of even date and closed simultaneously herewith.

TO HAVE AND TO HOLD to the said GRANTEE, forever. And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEE, his heirs and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, 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 GRANTEE, his heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR, DKM ENTERPRISES, INC., an Alabama corporation by its President, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 15th day of May, 1997.

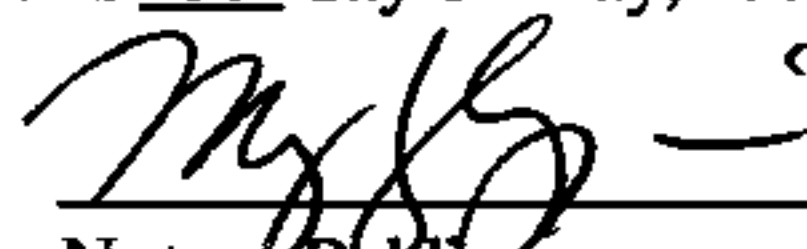
DKM ENTERPRISES, INC.,
an Alabama corporation

By: 
W. Brian Doyle, President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that W. Brian Doyle whose name as President of DKM ENTERPRISES, INC., an Alabama 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 as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15th day of May, 1997.



Notary Public
My Commission Expires: 6/16/99

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