

This instrument was prepared by

Send Tax Notice To: James G. Wylie  
name  
1019 Highland Lakes Trace  
address  
Birmingham, Alabama 35242

(Name) Larry L. Halcomb  
3512 Old Montgomery Highway  
(Address) Birmingham, Alabama 35209

**WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

STATE OF ALABAMA }  
SHELBY COUNTY } KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Three Hundred Fifty Thousand and No/100 (350,000.00)  
to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,  
Jerome Alan Speegle and Wife, Bess M. Speegle  
(herein referred to as grantors) do grant, bargain, sell and convey unto  
James G. Wylie and Deborah G. Wylie  
(herein referred to as GRANTEES) as joint tenants with right of survivorship, the following described real estate situated in  
Shelby County, Alabama to-wit:

See Legal Description on attached Exhibit "A".

Minerals and mining rights excepted.

Subject to taxes for 1998.

Subject to items on attached Exhibit "B".

Inst # 1998-10455

03/25/1998-10455  
10:53 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
DD4 NCD 186.00

\$ 180,000.00 of the purchase price was paid from the proceeds of a mortgage loan 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 I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s), this 19th  
day of March, 19 98.

(Seal)

Jerome Alan Speegle  
Jerome Alan Speegle  
Bess M. Speegle  
Bess M. Speegle

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

STATE OF ALABAMA

General Acknowledgment

JEFFERSON COUNTY

I, Larry L. Halcomb, a Notary Public in and for said County, in said State, hereby certify that  
Jerome Alan Speegle, Husband of Bess M. Speegle  
whose name(s) 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 executed the same voluntarily  
on the day the same bears date.

Given under my hand and official seal this 19th day of March, A.D., 19 98.

Larry L. Halcomb  
Larry L. Halcomb

Notary Public

My Commission Expires: 1/23/02

STATE OF COLORADO  
COUNTY OF Arapahoe

I, The Undersigned, a Notary Public in and for said County, in said State, hereby certify that Bess M. Speegle, Wife of Jerome Alan Speegle whose name(s) 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 she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18 day of March, 1998.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 5/10/2000

EXHIBIT "A"

Lot 531, according to the Map of Highland Lakes, 5th Sector, Phase II, an Eddleman Community, as recorded in Map Book 19, Page 3 A & B, 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 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 5th Sector, Phase II recorded as Instrument #1994-31018 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

EXHIBIT "B"

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30 foot Easement on rear, as shown by recorded map.

7.5 foot Easement on east, as shown by recorded map. 03/25/1998-10455  
10:53 AM CERTIFIED

Restrictions as shown by recorded Map.

SHELBY COUNTY JUDGE OF PROBATE  
004 MCD 186.00

Right of way to Water Works and Sewer Board, recorded in Instrument 1995/34035 and Instrument 1997/4027, in the Probate Office of Shelby County, Alabama.

Declaration of Easements and Master Protective Covenants for Highlands 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, restriction and conditions being set out in instrument recorded as Instrument #1994/07111, in said Probate Office, along with Articles of Incorporation of Highland Lakes Residential Association, Inc. as recorded as Instrument 9402/3947, in the Probate Office of the Judge of Probate of Jefferson County, Alabama.

Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, Fifth Sector, Phase I, as recorded as Instrument #1994/31018, in said Probate Office.

Subdivision restrictions shown on recorded plat in Map Book 18, page 41, provide for construction of single family residences only.

Title to all minerals within and underlying the premises, together with all mineral and mining rights and rights, privileges and immunities relating thereto, including rights set out as Instrument recorded in Instrument Book 28, page 237, in the Probate Office of Shelby County, Alabama.

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) Front setback: 59 to 84 feet, as per plot plan which must be approved by the APC;
- b) Rear setback: 35 feet
- c) Side setback: 15 feet

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 Real 31, 355, in the Probate Office of Shelby County, Alabama.

Right of way to Shelby County, recorded in Book 196, page 246, in the Probate Office of Shelby County, Alabama.

Agreement with Alabama Power Company as to covenants relating thereto, recorded in Instrument 1994/1186, in the Probate Office of Shelby County, Alabama.

The rights of upstream and downstream riparian owners with respect to lake, if any bordering subject property.

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 the Probate Office of Shelby County, Alabama.

Easement for ingress and egress to serve Highland Lakes Development executed by Highland Lakes Development Ltd. to Highland Lakes Properties, Ltd. recorded in Instrument 1993/15704 in the Probate Office of Shelby County, Alabama.

Collateral Assignment of Contract dated May 28, 1994 by and between Highland Lakes Development, Ltd., an Central Bank of the South recorded in Instrument 1993/15711 in the Probate Office of Shelby County, Alabama.

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