

STATE OF ALABAMA)
JEFFERSON COUNTY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of **THREE HUNDRED TWENTY THOUSAND DOLLARS AND NO/100 (\$320,000.00)** to the undersigned **GRANTOR** in hand paid by the **GRANTEES** herein, the receipt whereof is acknowledged, **ARTHUR HOWARD HOMES, INC.**, a corporation, (**GRANTOR**) does grant, bargain, sell and convey unto **JOHNNY M. VINCENT, III AND CATHLEEN BELL (GRANTEES)** as joint tenants with the right of survivorship, the following described real estate situated in **JEFFERSON COUNTY, ALABAMA** to-wit:

THE PROPERTY CONVEYED HEREIN IS DESCRIBED ON EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

\$160,000.00 OF THE CONSIDERATION WAS PAID FROM A MORTGAGE LOAN.

GRANTOR WARRANTS TO GRANTEES THAT CONSTRUCTION OF THE RESIDENCE ON THE REAL PROPERTY BEING CONVEYED WAS COMMENCED LESS THAN SIX (6) MONTHS AFTER MAY 28, 1998

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, the heirs and assigns of the grantees herein shall take as tenants in common.

GRANTEE understands that acceptance of this deed constitutes acceptance of all of the terms, conditions and obligations of the Declaration of Protective Covenants for Highland Lakes as set out hereinabove.

IN WITNESS WHEREOF, the said **GRANTOR** has caused this conveyance to be executed this the 22nd day of April, 1999.

ARTHUR HOWARD HOMES, INC.

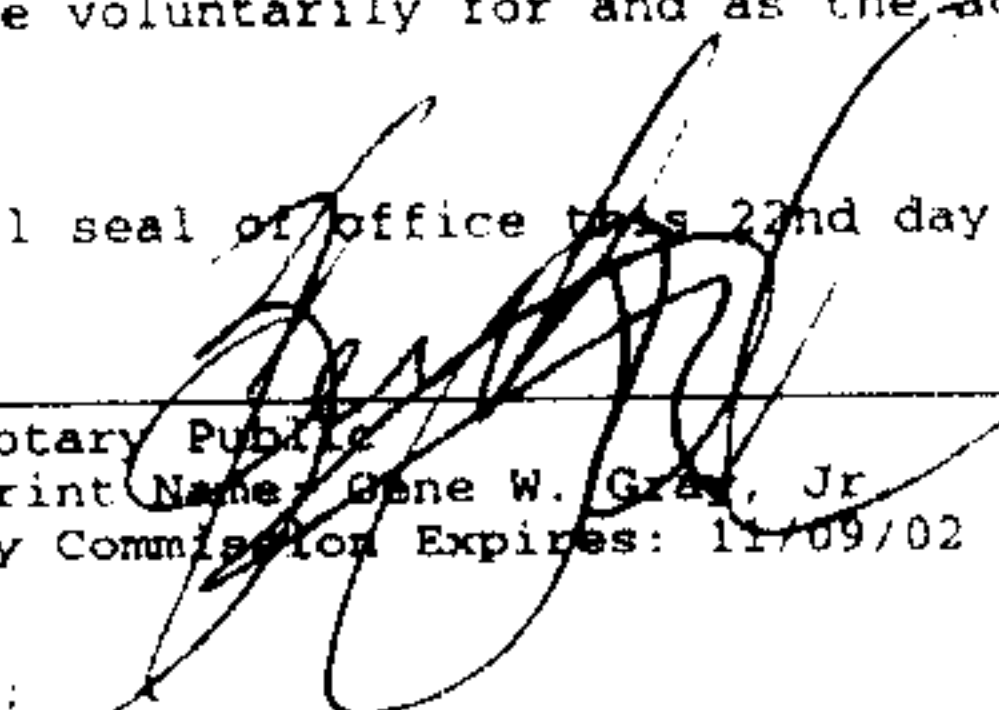
By: 

**ARTHUR W. HOWARD
ITS PRESIDENT**

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that, **ARTHUR W. HOWARD**, whose name as President of **ARTHUR HOWARD HOMES, 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 said conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal of office this 22nd day of April, 1999.


Notary Public
Print Name: **Gene W. Gray, Jr.**
My Commission Expires: 11/09/02

THIS INSTRUMENT PREPARED BY:
GENE W. GRAY, JR.
2100 SOUTHBRIDGE PARKWAY,
SUITE 638
BIRMINGHAM, AL 35209

SEND TAX NOTICE TO:
JOHNNY M. VINCENT, III
3026 HIGHLAND LAKES ROAD
BIRMINGHAM, ALABAMA 35242
#09-2-04-0-004-003

Inst # 1999-18499

05/04/1999-18499
10:04 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MMS 171.00

EXHIBIT "A"

Lot 818, according to the Map of Highland Lakes, 8th Sector, an Eddleman Community, as recorded in Map Book 23, Page 145, 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 Inst. #1994-07111 and amended in Inst. No. 1996-17543 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 8th Sector, recorded as Inst. #1998-15147 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

SUBJECT TO:

General and special taxes or assessments for 1999 and subsequent years not yet due and payable.

Easements as shown by recorded plat, including 30 feet on the northwesterly side of lot and containing a sanitary sewer line.

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).

Building setback lines to be determined by the Architectural Review Committee and as set out on Map Book 23 page 145.

Restrictions, covenants and conditions as set out in instrument(s) recorded in Inst. #1994-07111, as amended in Inst. No. 1996-17543 with supplemental agreement in Inst. No. 1998-15147 and as shown by Map Book 23 page 145 in Probate Office.

Cable Agreement as set out in Inst. #1997-33476 in Probate Office.

Right(s) of Way(s) granted to the Birmingham Water & Sewer Board as set out in Inst. #1997-4027 and Inst. #1995-34035 in Probate Office.

Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Inst. #1998-7776, Inst. #1998-7777 and Inst. #1998-7778 in Probate Office.

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 Inst. #1993-15705 in Probate Office.

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 Probate Office.

Restrictions, limitations and conditions as set out in 23 page 145.

Cable Agreement in Inst. No. 1997-33476 in the Probate Office.

Underground Easement to Alabama Power Company as shown by Inst. #1997-19422 in Probate Office.

Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities, and limitations, as applicable, as set out in, and as referenced in deed(s) recorded in Inst. #1998-20238 in the Probate Office.


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