

RC107-3027



20070713000331590 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
07/13/2007 04:01:57PM FILED/CERT

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was prepared by:

Jon M. Turner, Jr.
TURNER & ASSOCIATES, LLC
Attorneys at Law
2101 Highland Avenue, Suite 200
Birmingham, Alabama 35205

SEND TAX NOTICE TO:

MARCUS W. HALLMARK
3551 KINGSHILL ROAD
BIRMINGHAM, ALABAMA 35223

STATE OF ALABAMA)
COUNTY OF SHELBY)

WARRANTY DEED
JOINTLY WITH RIGHT OF SURVIVORSHIP

Know All Men by These Presents: That in consideration of **ONE HUNDRED FIFTY FIVE THOUSAND AND NO/100 (\$155,000.00) DOLLARS** to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt of which is acknowledged, we, **ROSEWOOD, INC.** (herein referred to as GRANTOR) do grant, bargain, sell and convey unto **MARCUS W. HALLMARK AND CHERYL O. HALLMARK, HUSBAND AND WIFE**, (herein referred to as GRANTEES, whether one or more) the following described real estate, situated in **SHELBY** County, Alabama, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION.

SUBJECT TO:

1. Subject to the taxes for the year beginning October 1, 2006, which constitutes a lien, but are not yet due and payable until October 1, 2007.
2. See Exhibit "B" attached hereto.

\$600,000.00 consideration herein was derived from a mortgage 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, his, her, or 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, his, her, or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR, **ROSEWOOD, INC., BY ITS VICE PRESIDENT, DAVID T. DOWNARD** who are authorized to execute this conveyance, have hereunto set their signature and seal, this the **9TH** day of **JULY, 2007**.

ROSEWOOD, INC.

By: 
DAVID T. DOWNARD
Its: **VICE PRESIDENT**

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that **DAVID T. DOWNARD**, whose names as **VICE PRESIDENT** of **ROSEWOOD, INC.**, a 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, they as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal on this the **9TH** day of **JULY, 2007**.

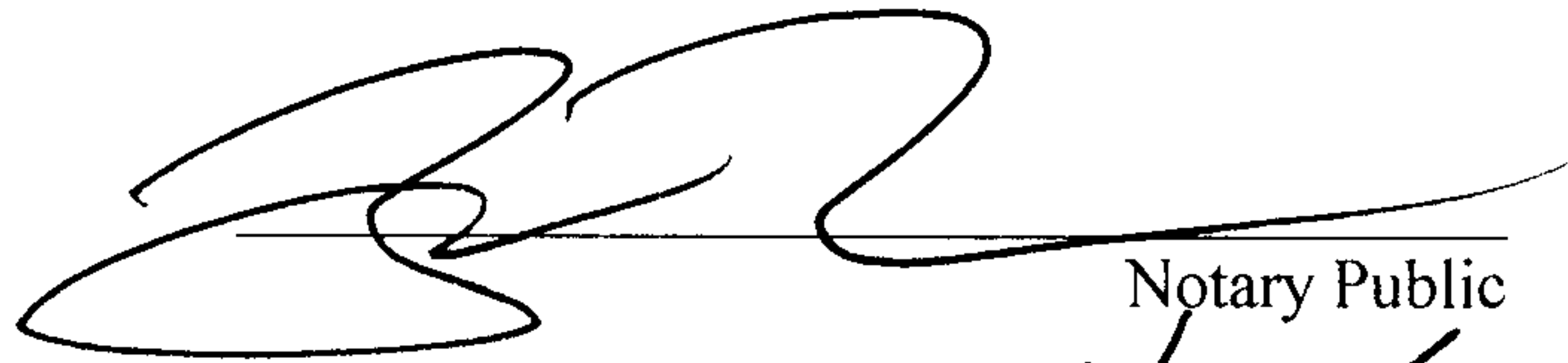

Notary Public
My Commission Expires: 04/23/08

EXHIBIT "A"

Lot 30-10, according to the Map of Highland Lakes, 30th Sector, an Eddleman Community, as recorded in Map Book 34, Page 116, in the Probate Office of Shelby County, Alabama.

Together with non-exclusive 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 in Instrument 1994-07111 and amended in Instrument 1996-17543, and further amended in Instrument 1999-31095, in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 30th Sector, recorded as Instrument 20050531000260070 recorded in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration")



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3. Public utility easements, as shown by recorded map, including any tree bufferline.
4. Easements, Conditions, Restrictions and Release of Damages as recorded in Instrument 1997-10825, in the Probate Office of Shelby County, Alabama, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.
Public utility easements as shown by recorded map, including any tree bufferline as shown by recorded Map.
5. Declaration of Easements and Master Protective Covenants for 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 1994-07111 and in Instrument 20050531000260070, in the Probate Office of Shelby County, Alabama, with Articles of Incorporation of Highland Lakes Residential Association, Inc. as recorded as Instrument 9402/3947 in the Probate Office of Jefferson County, Alabama.
6. Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, Thirtieth Sector, recorded in Instrument 200503531000260070, in the Probate Office of Shelby County, Alabama.
7. Subdivision restrictions shown on recorded plat in Map Book 34, page 116, provide for construction of single family residences only.
8. 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 as Instrument recorded in Instrument Book 28, page 237, in the Probate Office of Shelby County, Alabama.
9. 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: as per plot plan which must be approved by the ARC;
 - (b)Rear setback: as per plot plan which must be approved by the ARC;
 - (c)Side setback: as per plot plan which must be approved by the ARC.
10. 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, page 355, in the Probate Office of Shelby County, Alabama.
11. Right of way to Shelby County, recorded in Book 196, page 246, in the Probate Office of Shelby County, Alabama.
12. Agreement with Alabama Power Company as to covenants relating thereto, recorded in Instrument 1994-1186, in the Probate Office of Shelby County, Alabama.
13. The rights of upstream and downstream riparian owners with respect to lake, if any, bordering subject property.
14. 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.
15. 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.
16. Restrictive Covenants and Grant of Land Easement for underground facilities in subdivision to Alabama Power Company, as recorded in Instrument 20050203000056300, in the Probate Office of Shelby County, Alabama.
17. Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities and limitations as applicable as set out in and as referenced in Instrument 20050422000192660, in the Probate Office of Shelby County, Alabama.
18. Scenic view easement as described and reserved in the Declaration including any tree buffer.
19. Mineral and mining rights and rights incident thereto, restrictions, conditions, agreements, covenant for storm water runoff control and release of damages recorded in Instrument 20050726000375050, in the Probate Office of Shelby County, Alabama.