

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

Shelby County, AL 01/02/2015
State of Alabama
Deed Tax:\$250.00

Send Tax Notice To:
Charles S. Nikoden and Catherine J. Nikoden
560 Sheffield Way
Birmingham, AL 35242

STATE OF ALABAMA
COUNTY OF SHELBY)
JOINT SURVIVORSHIP DEED

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of **Six Hundred Thousand Four Hundred Ninety-Four and 00/100 (\$600,494.00)**, and other good and valuable consideration, this day in hand paid to the undersigned **David Acton Building Corporation, an Alabama corporation** (hereinafter referred to as GRANTOR), in hand paid by the GRANTEES herein, the receipt whereof is hereby acknowledged, the GRANTOR does hereby give, grant, bargain, sell and convey unto the GRANTEES, **Charles S. Nikoden and Catherine J. Nikoden**, (hereinafter referred to as GRANTEES), 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, the following described Real Estate, lying and being in the County of **Shelby**, State of Alabama, to-wit:

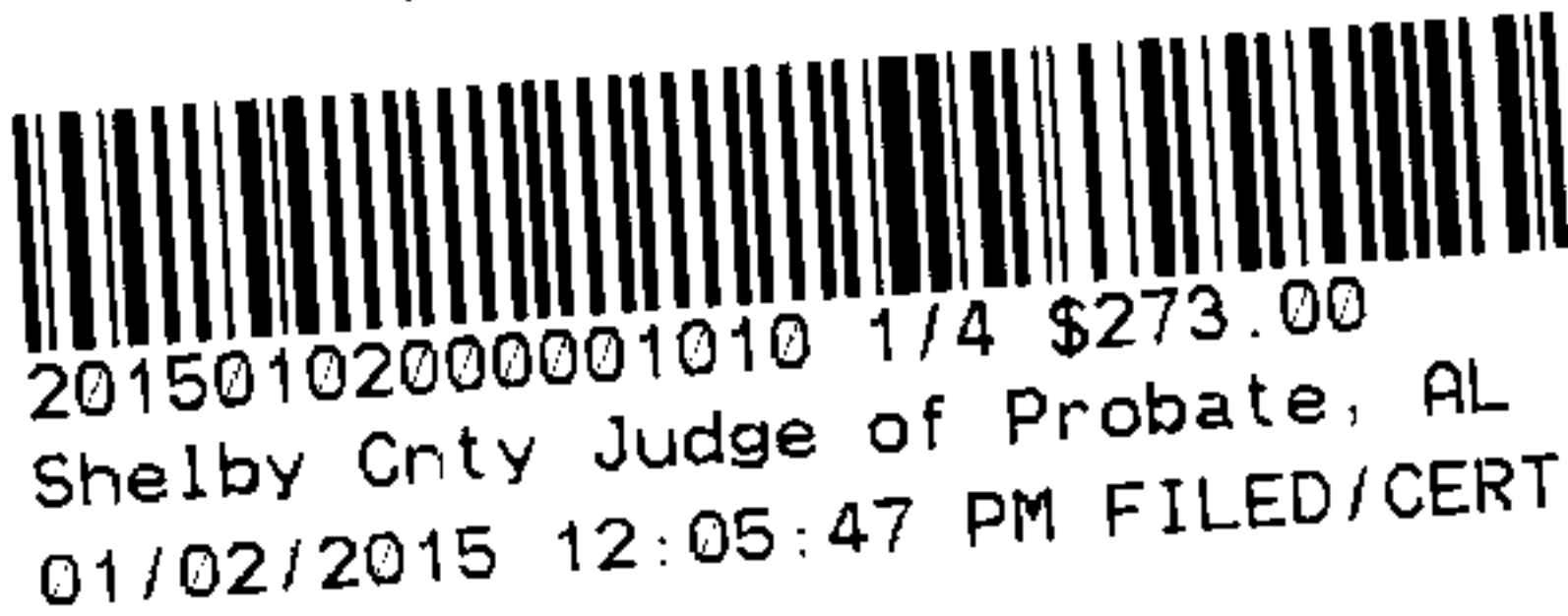
Lot 22-88, according to the Survey of Highland Lakes, 22nd Sector, Phase II, an Eddleman Community, as recorded in Map Book 36, Page 94 A, B and C, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

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 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, 22nd Sector, Phase II, recorded as Instrument No. 20060605000263860 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.

Subject To:

- (1) Ad valorem taxes for 2015 and subsequent years not yet due and payable until October 1, 2015.
- (2) Public utility easements as shown by recorded plat, including any tree bufferline as shown on recorded plat.
- (3) 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, amended in Instrument #1996-17543 and further amended in Inst. #1999-31095, in said Probate Office of Shelby County, Alabama, along with Articles of Incorporation of Highland Lakes Residential Association, Inc. as recorded as Instrument 9402/3947, in the Office of the Judge of Probate of Jefferson County, Alabama.
- (4) Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 22nd Sector, Phase I, as recorded as Instrument #20060605000263860, in said Probate Office.
- (5) Subdivision restrictions, limitations and conditions as set out in Map Book 36, Page 94 A-C, in said Probate Office.
- (6) 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. No. 1999-40620, in said Probate Office.
- (7) 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;

(8) Lake Easement Agreement executed by Highland Lakes Properties, Ltd. and Highland Lakes \$350,494,00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.



CLAYTON T. SWEENEY, ATTORNEY AT LAW

Development, Ltd., providing for easements, use by others, and maintenance of Lake property as shown by instrument recorded in Inst. #1993-15705, in the Probate Office.

- (9) Easement(s) 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.
- (10) Cable Agreement set out in Inst. No. 1997-19422, in said Probate Office.
- (11) Release(s) of damages as set out in instrument(s) recorded in Inst. 1999-40620 in said Probate Office.

Grantee agrees to observe and perform all obligations imposed upon said Grantees pursuant to the Declarations, including but not limited to the obligation to pay assessments levied on the property herein conveyed in accordance with the Declarations.

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, permittees, licensees and lessees, hereby release and forever discharge Grantor, Eddleman Properties, Inc., Eddleman Realty, LLC, Eddleman Residential Services, LLC, Highland Lakes Development, Ltd. and Highland Lakes Community, Inc., (herein collectively referred to as the 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 the Grantor and the Highland Lakes entities (as defined herein) shall not be liable for and no action shall be asserted against Grantor and the Highland Lakes entities (as defined herein) in connection with any drainage easements, ditches or pipes or drainage problems in its present "AS IS" condition, and that Grantee acknowledges that it has made its own independent inspections and investigations thereof. For purposes of this paragraph the term Grantor and Highland Lakes entities shall mean and refer to (i) the partners, agents and employees of Grantor and the Highland Lakes entities (as defined herein); (ii) the officers, directors, employees and agents of general partners of Highland Lakes Development, Ltd., and (iii) any successors or assigns of Grantor and the Highland Lakes entities (as defined herein). 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.

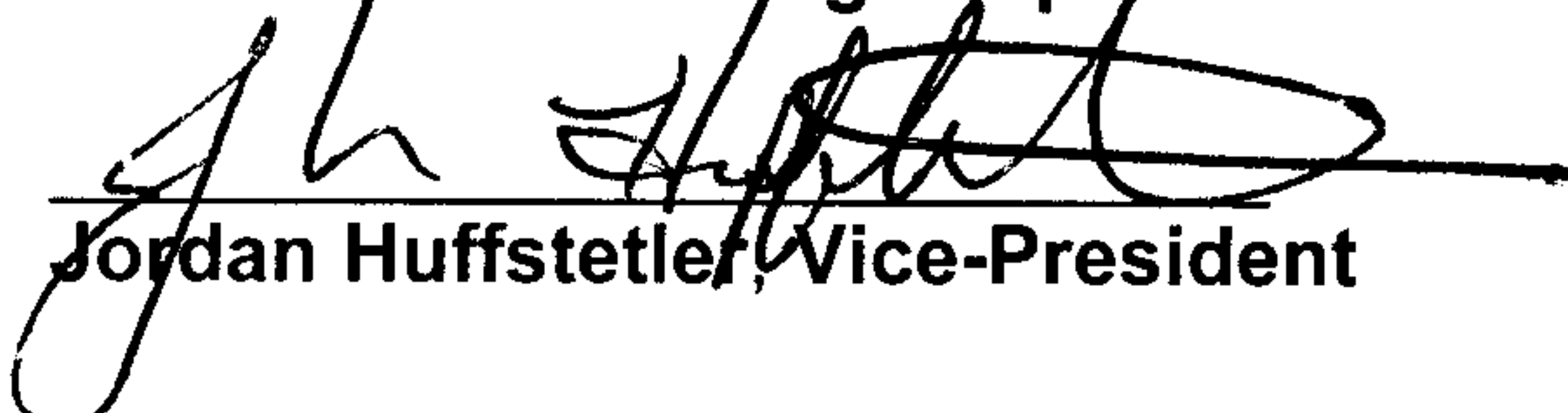
\$350,494.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.


TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements 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.

AND SAID GRANTOR, for said GRANTOR, GRANTOR'S heirs, successors, executors and administrators, covenants with GRANTEES, and with GRANTEES' heirs and assigns, that GRANTOR is lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that GRANTOR will, and GRANTOR'S heirs, executors and administrators shall, warrant and defend the same to said GRANTEES, and GRANTEES' heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, said GRANTOR has hereunto set hand and seal this the **19th** day of **December, 2014**.

David Acton Building Corporation

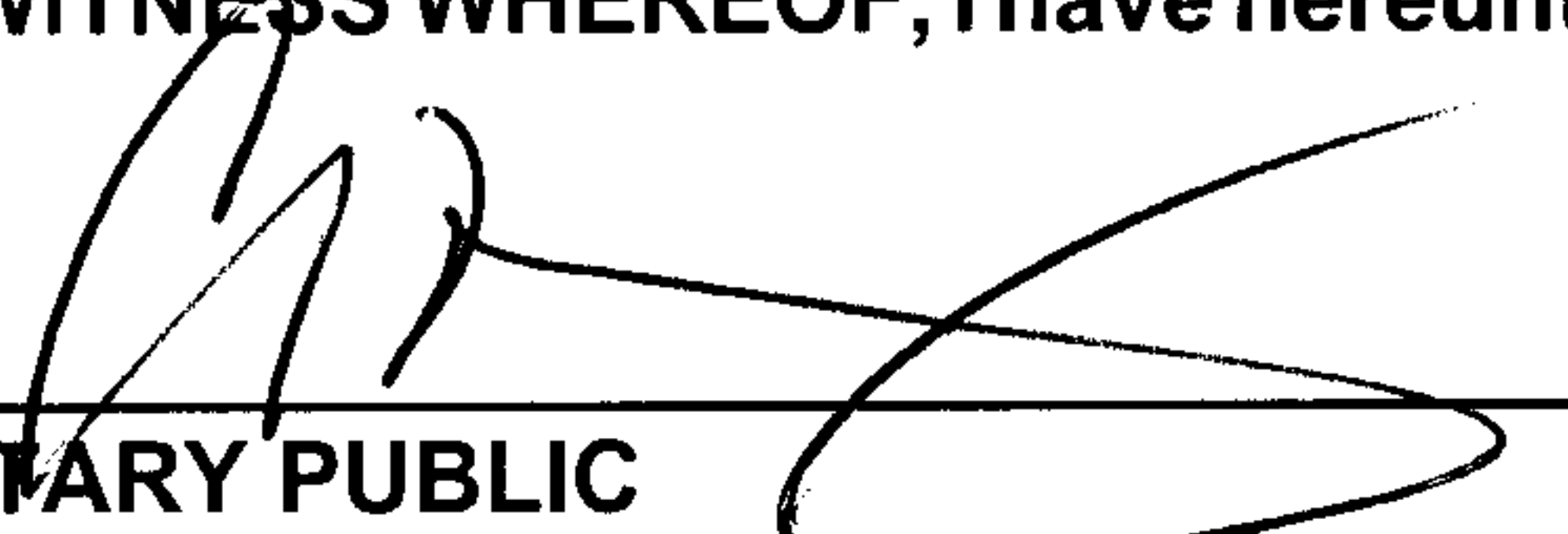

Jordan Huffstetler, Vice-President

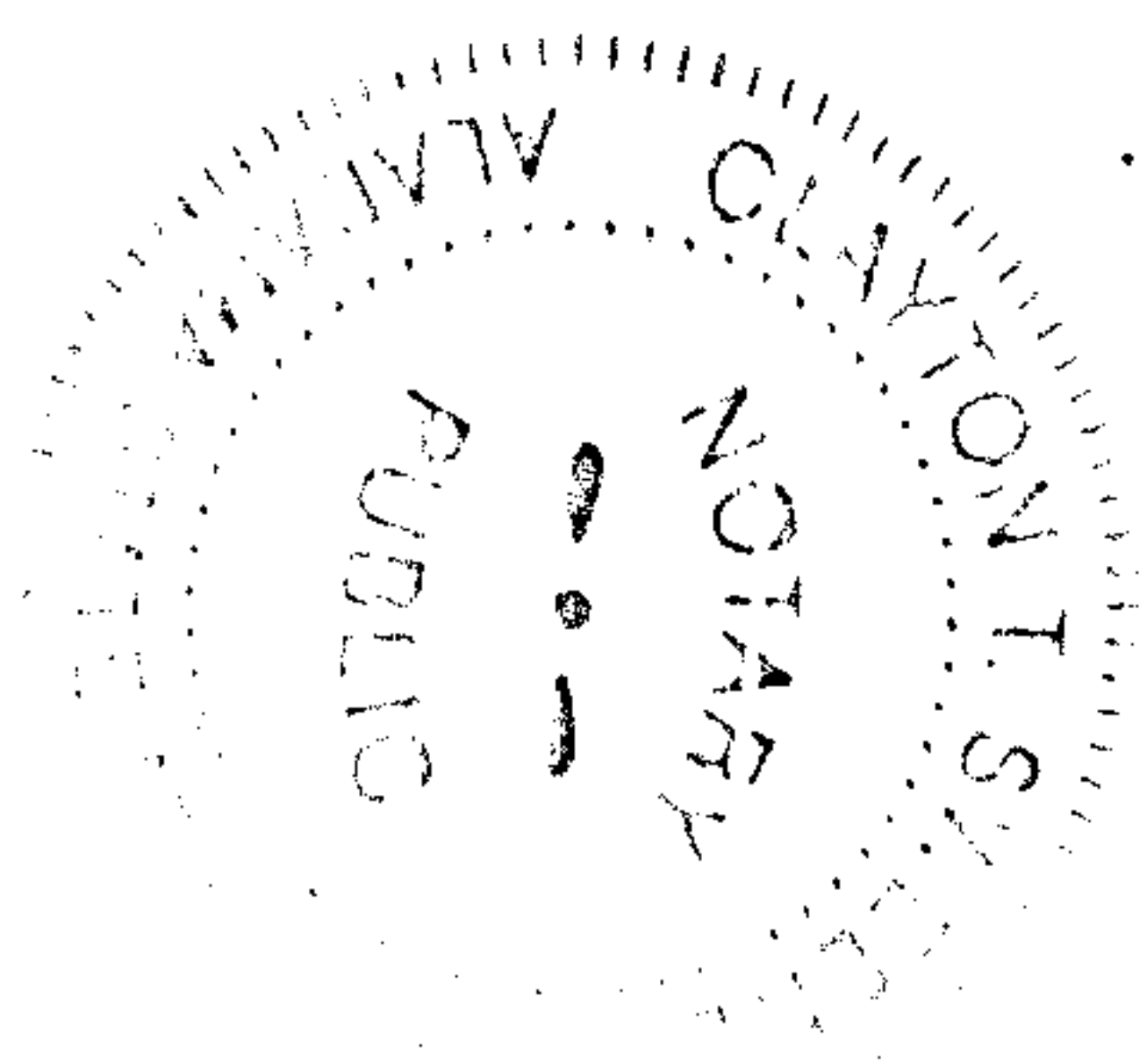

20150102000001010 2/4 \$273.00
Shelby Cnty Judge of Probate, AL
01/02/2015 12:05:47 PM FILED/CERT


STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Jordan Huffstetler, whose name as Vice-President of David Acton Building Corporation, an Alabama corporation, is signed to the foregoing Instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the Instrument, she as such Officer and with full authority, signed the same voluntarily for and as the act of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 19th day of December, 2014.


NOTARY PUBLIC
My Commission Expires: 6-5-2015




20150102000001010 3/4 \$273.00
Shelby Cnty Judge of Probate, AL
01/02/2015 12:05:47 PM FILED/CERT

Real Estate Sales Validation Form

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

Grantor's Name	David Acton Building Corporation	Grantee's Name	Charles S. Nikoden Catherine J. Nikoden
Mailing Address	4898 Valleydale Rd., Ste. A-4 Birmingham, AL 35242	Mailing Address	560 Sheffield Way Birmingham, AL 35242
Property Address	560 Sheffield Way Birmingham, AL 35242	Date of Sale	December 19, 2014
		Total Purchase Price	\$ 600,494.00
		or	
		Actual Value	\$
		or	
		Assessor's Market Value	\$

The purchase price or actual value claimed on this form can be verified in the following documentary evidence:
(check one) (Recordation of documentary evidence is not required)

- | | |
|-------------------------------------------------------|------------------------------------|
| <input type="checkbox"/> Bill of Sale | <input type="checkbox"/> Appraisal |
| <input type="checkbox"/> Sales Contract | <input type="checkbox"/> Other |
| <input checked="" type="checkbox"/> Closing Statement | <input type="checkbox"/> Deed |

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available. Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date _____

David Acton Building Corporation
Print by: Jordan Huffstetler, Vice President

Unattested

(verified by)

Sign _____
(Grantor/Grantee/Owner/Agent) circle one

