


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

Send Tax Notice to:
Clinton George Wander, Jr. and Carol S. Leeman
2017 Drayton Place
Birmingham, Alabama 35242

STATE OF ALABAMA)
COUNTY OF SHELBY)


20150402000104790 1/5 \$256.00
Shelby Cnty Judge of Probate, AL
04/02/2015 02:19:47 PM FILED/CERT

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of **Four Hundred Ten Thousand and No/100 Dollars (\$410,000.00)** to the undersigned grantor, **EDDLEMAN RESIDENTIAL, LLC**, an Alabama limited liability company, (herein referred to as "Grantor"), in hand paid by Grantees named herein, the receipt of which is hereby acknowledged, the said **EDDLEMAN RESIDENTIAL, LLC**, an Alabama limited liability company, does by these presents, grant, bargain, sell and convey unto **Clinton George Wander, Jr. and Carol S. Leeman**, 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 (hereinafter referred to as "Grantee", whether one or more), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 22-77, according to the Survey of Highland Lakes, 22nd Sector, Phase II, an Eddleman Community, as recorded in Map Book 36, Page 94, 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.

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\$180,000.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

The above property is conveyed subject to:

The above property is conveyed subject to:

- (1) Ad Valorem taxes due and payable October 1, 2013 and all subsequent years thereafter.
- (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 II, 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;

Shelby County, AL 04/02/2015
State of Alabama
Deed Tax:\$230.00

CLAYTON T. SWEENEY, ATTORNEY AT LAW

- (8) Lake Easement Agreement executed by Highland Lakes Properties, Ltd. and Highland Lakes 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.
- (12) Conditions, restrictions and limitations as set forth in Instrument recorded in Instrument No. 2004070900038110.

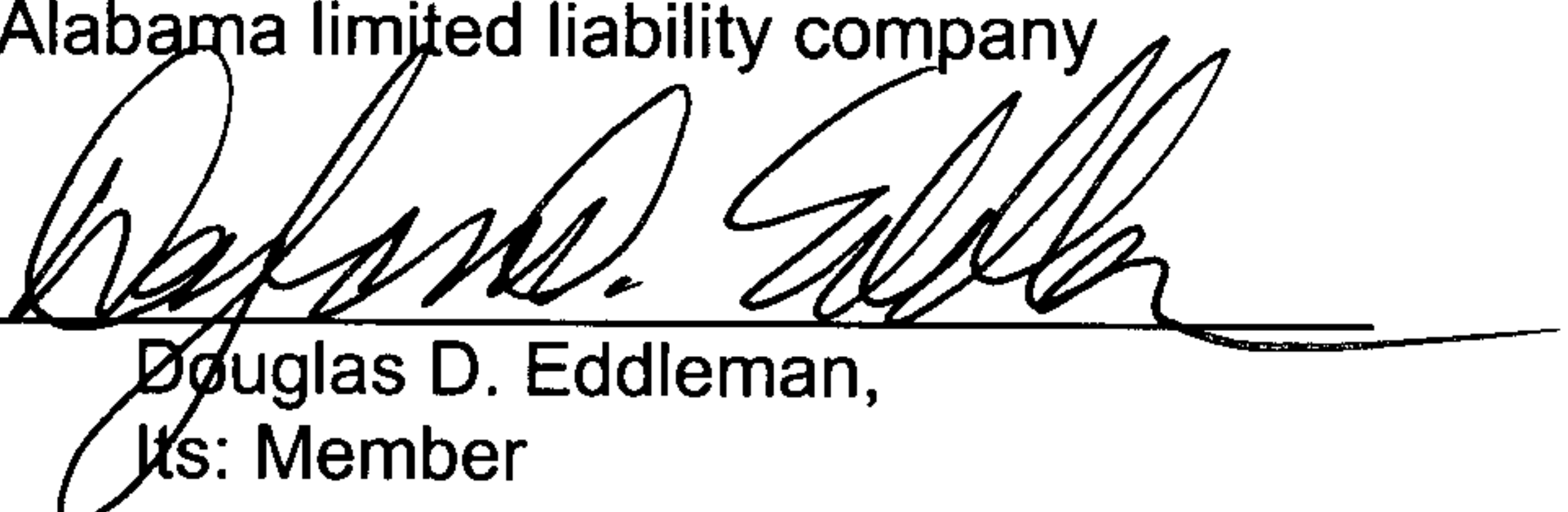
This conveyance is made with the express reservation and condition that by acceptance of this deed, the Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permittees, licensees and lessees, hereby release and forever discharge Grantor and Eddleman Properties, Inc., Eddleman Realty, LLC, Eddleman Residential, LLC, Highland Lakes Development, Ltd., Highland Lakes Community, LLC and Highland Lakes Homes, LLC (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 Grantor shall not be liable for and no action asserted against Grantor in connection with any drainage easements, ditches or pipes or drainage problems associated therewith and that Grantee has inspected the same and accepts the property along with all drainage easements, ditches or pipes or drainage problems in its present "AS IS" condition. Grantee acknowledges that it has made its own independent inspections and investigations of the hereinabove described land and is purchasing the Property in reliance upon such 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, agents and employees of the general partner 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.

This instrument is executed as required by the Articles of Organization and Operational Agreement of said LLC and same have not been modified or amended.


TO HAVE AND TO HOLD, the property above described together with all and singular the rights, privileges, tenements, appurtenances, and improvement 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.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized member this 27th day of March, 2015.

GRANTOR:
EDDLEMAN RESIDENTIAL, LLC
an Alabama limited liability company

By: 
Douglas D. Eddleman,
Its: Member

Highland Lakes – 22nd Sector
Lot 22-77 – Clinton George Wander, Jr., and Carol S. Leeman

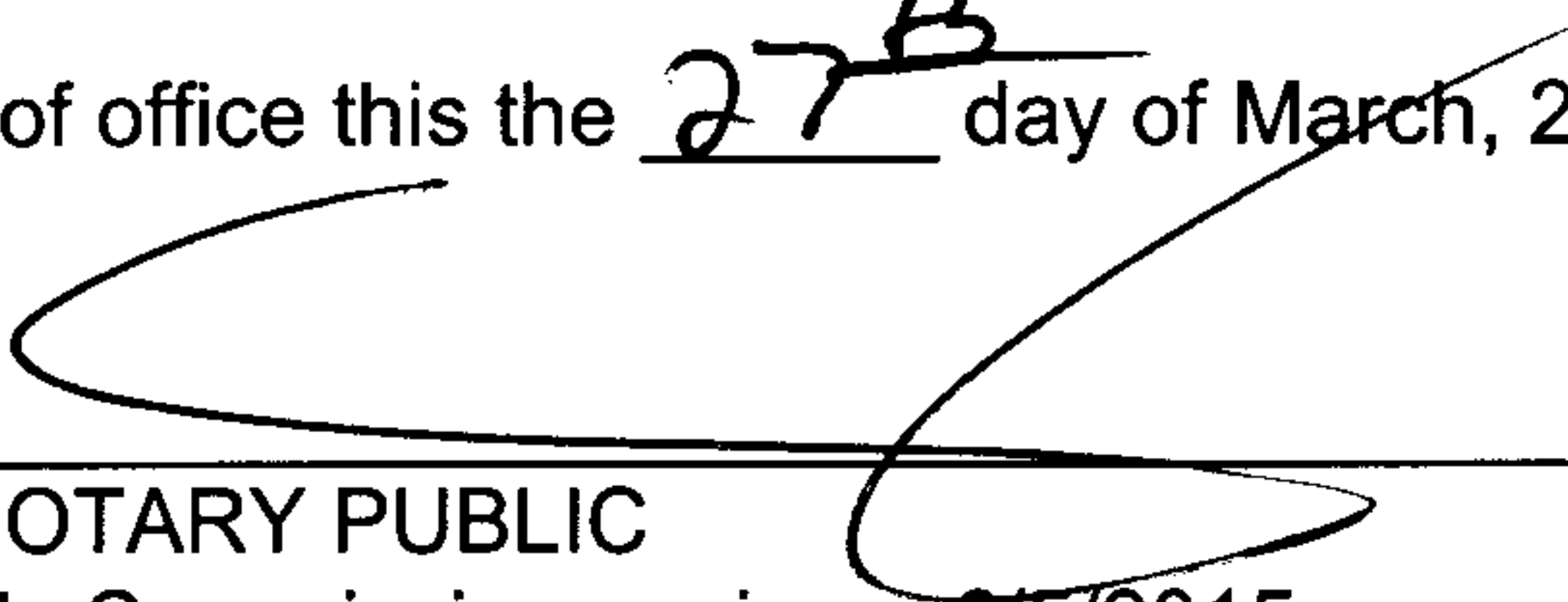

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Shelby Cnty Judge of Probate, AL
04/02/2015 02:19:47 PM FILED/CERT


STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as Member of Eddleman Residential, LLC, an Alabama limited liability company, is signed to the foregoing Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, he, as such Member, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

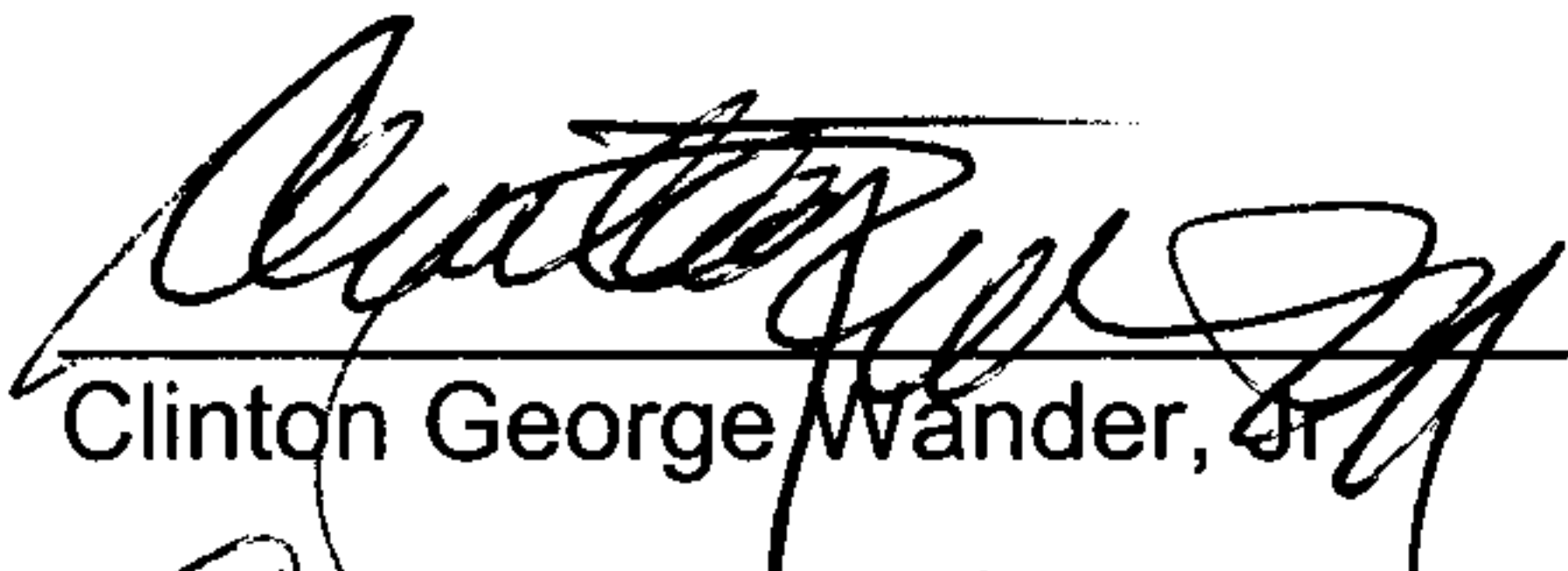
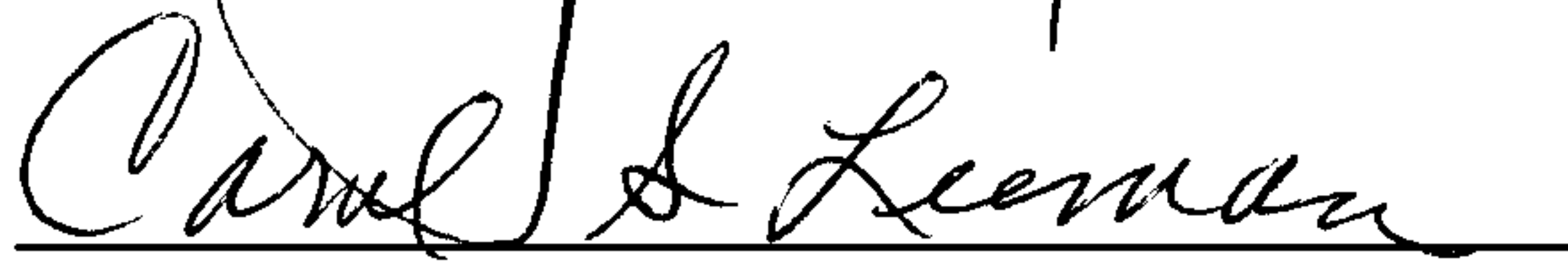
Given under my hand and official seal of office this the 27th day of March, 2015.




NOTARY PUBLIC
My Commission expires: 6/5/2015


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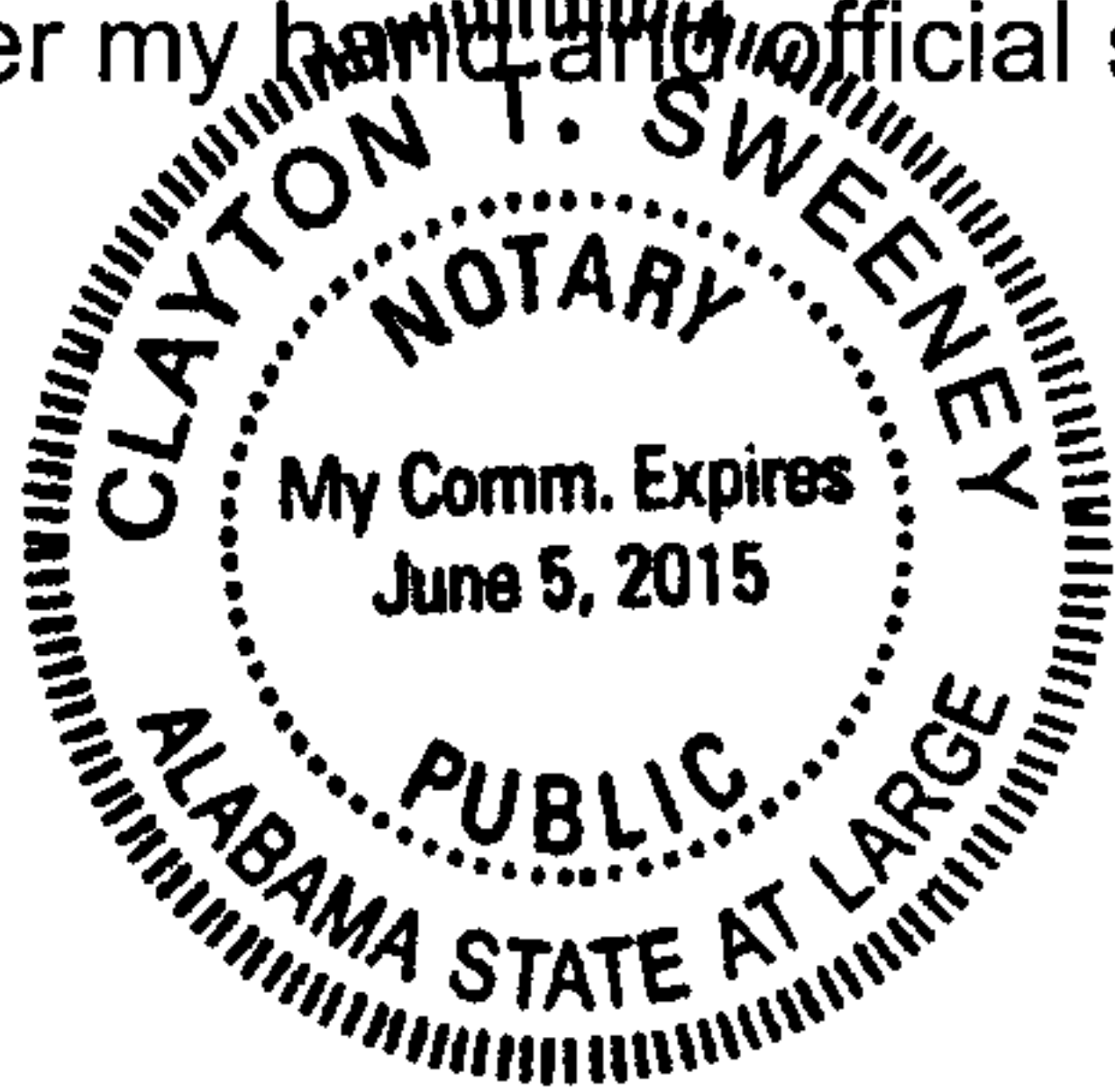
The Grantees execute this deed only to acknowledge and accept all covenants and restrictions contained hereinabove and Grantees, their successors and assigns, agree and understand that the property conveyed herein is subject to the foregoing covenants and restrictions.

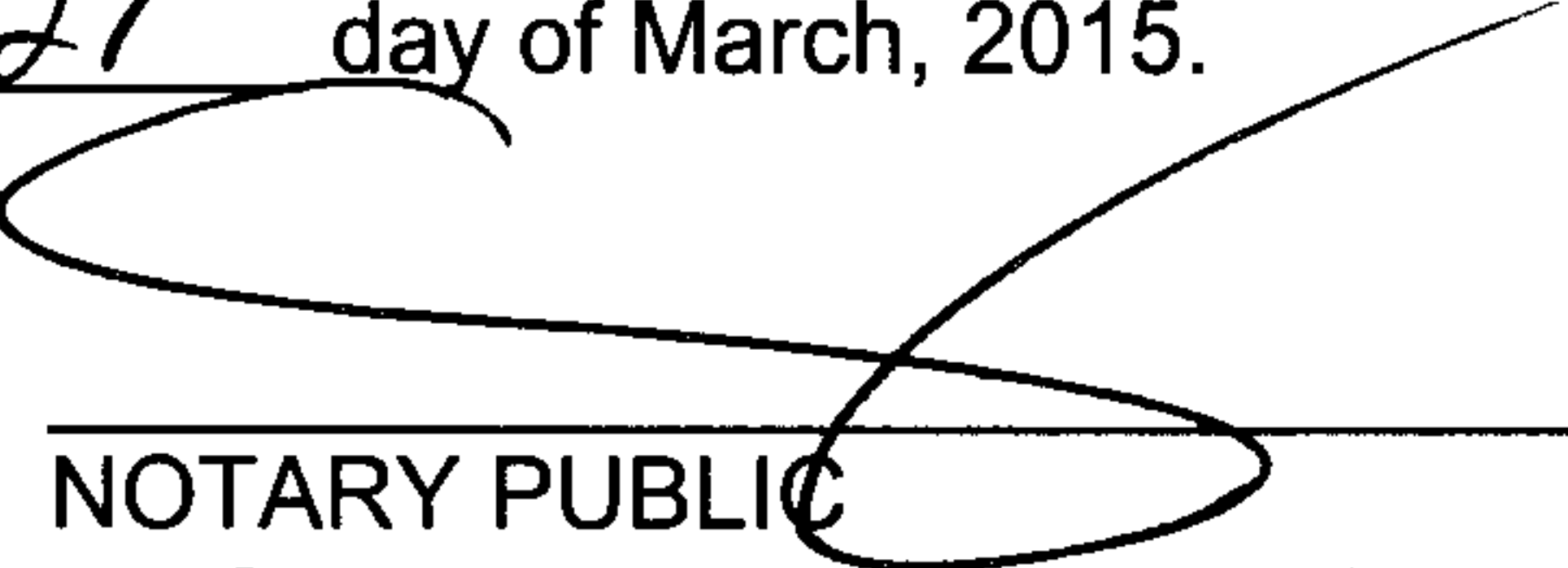

Clinton George Wander, Jr.

Carol S. Leeman


STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that, Clinton George Wander, Jr. and Carol S. Leeman, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily for and as their act on the day the same bears date.

Given under my hand and official seal this 27th day of March, 2015.




NOTARY PUBLIC
My Commission expires: 6/5/2015


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Real Estate Sales Validation Form

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

Grantor's Name	Eddleman Residential, LLC	Grantee's Name	Clinton George Wander, Jr. and Carol S. Leeman
Mailing Address	2700 Hwy. 280 E., Ste. 425 Birmingham, AL 35223	Mailing Address	2017 Drayton Place Birmingham, AL 35242
Property Address	2017 Drayton Place Birmingham, AL 35242	Date of Sale	March 27, 2015
		Total Purchase Price	\$ 410,000.00
		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 | 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 _____

Eddleman Residential, LLC
Print by Douglas D. Eddleman, Manager

Unattested

(verified by)

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



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