

This Instrument was Prepared by:
Shannon E. Price, Esq.
P.O. Box 19144
Birmingham, AL 35219

Send Tax Notice To: Wayne C. Adkins
Helen F. Adkins
1076 Dunnavant Place
Birmingham, AL 35242

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

State of Alabama

Shelby County, AL 09/15/2015
State of Alabama
Deed Tax: \$287.00

} Know All Men by These Presents:

Shelby County

That in consideration of the sum of **Two Hundred Eighty Seven Thousand Dollars and No Cents (\$287,000.00)**, the amount of which can be verified in the Sales Contract between the parties hereto, to the undersigned Grantor or Grantors in hand paid by the Grantees herein, the receipt whereof is acknowledged, we, **Karl F. Hendrickson III and Allison L. Rowland, husband and wife, whose mailing address is 144 Oaklyn Hills Drive, Chelsea, AL 35043** (herein referred to as Grantors), do grant, bargain, sell and convey unto **Wayne C. Adkins and Helen F. Adkins, husband and wife, whose mailing address is 1076 Dunnavant Place, Birmingham, AL 35242** (herein referred to as Grantees), for and during their joint lives as tenants and upon the death of either of them then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in Shelby, County, Alabama, **the address of which is 1076 Dunnavant Place, Birmingham, AL 35242**; to wit;

LOT 2538, ACCORDING TO THE SURVEY OF HIGHLAND LAKES, 25TH SECTOR, PHASE I, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 35, PAGE 3, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

TOGETHER WITH NONEXCLUSIVE EASEMENT TO USE THE PRIVATE ROADWAY, 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 NO. #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, 25TH SECTOR, PHASE I, RECORDED IN INSTRUMENT NO. 20050609000280540, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA (WHICH, TOGETHER WITH ALL AMENDMENTS THERETO, IS HEREINAFTER COLLECTIVELY REFERRED TO AS, THE "DECLARATION").

\$0.00 of the Purchase Price is being paid by a Mortgage.

Property may be subject to all covenants restrictions, regulations, conditions, easements, liens, set back lines, and other rights of whatever nature, recorded, and/or unrecorded.

Subject to:

All taxes for the year 2015 and subsequent years, not yet due and payable.

Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting title that would be disclosed by an accurate and complete survey of the land.

Rights or claims of parties in possession not shown by the public records.

Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law, and not shown by the public records.

Such state of facts as shown on subdivision plat recorded in Plat Book 35, Page 3.

Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records .

Declaration of Easements and Master 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 Instrument 1999-31095, in said Probate Office of Shelby County, Alabama, along with Articles of Incorporation of Highland lakes Residential Association, Inc. as recorded in Instrument 9402/3947.

Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 25th Sector, Phase I, as recorded in Instrument 2005060900028054.

Subdivision restrictions, limitations and conditions as recorded in Map Book 35, page 3.

Title to all oil, gas and minerals within and underlying the premises, together with all oil and mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Book 28, Page

KA
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237; Instrument 1998-7776; Instrument 1998-7777 and Instrument 1998-7778.

Right of Way to Birmingham Water and Sewer Board as recorded in Instrument 1997-4027 and Instrument 1996-25667.

Right of Way and agreement with Alabama Power Company as to covenants pertaining thereto, to be recorded in said Probate Office.

Lake Easement Agreement executed by Highland Lake Properties, Ltd. and Highland Lakes Development, Ltd., providing for easements, use by others, and maintenance of lake property as recorded in Instrument 1993-15705.

Easement(s) 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.

Release(s) of damages as recorded in Instrument 20050505000214850.

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 parties to this conveyance, that (unless the joint tenancy hereby created is served 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, I (we) have hereunto set my (our) hand(s) and seal(s) this 10th day of September, 2015.

Karl F. Hendrickson III
Karl F. Hendrickson III

Allison L. Rowland
Allison L. Rowland

State of Alabama

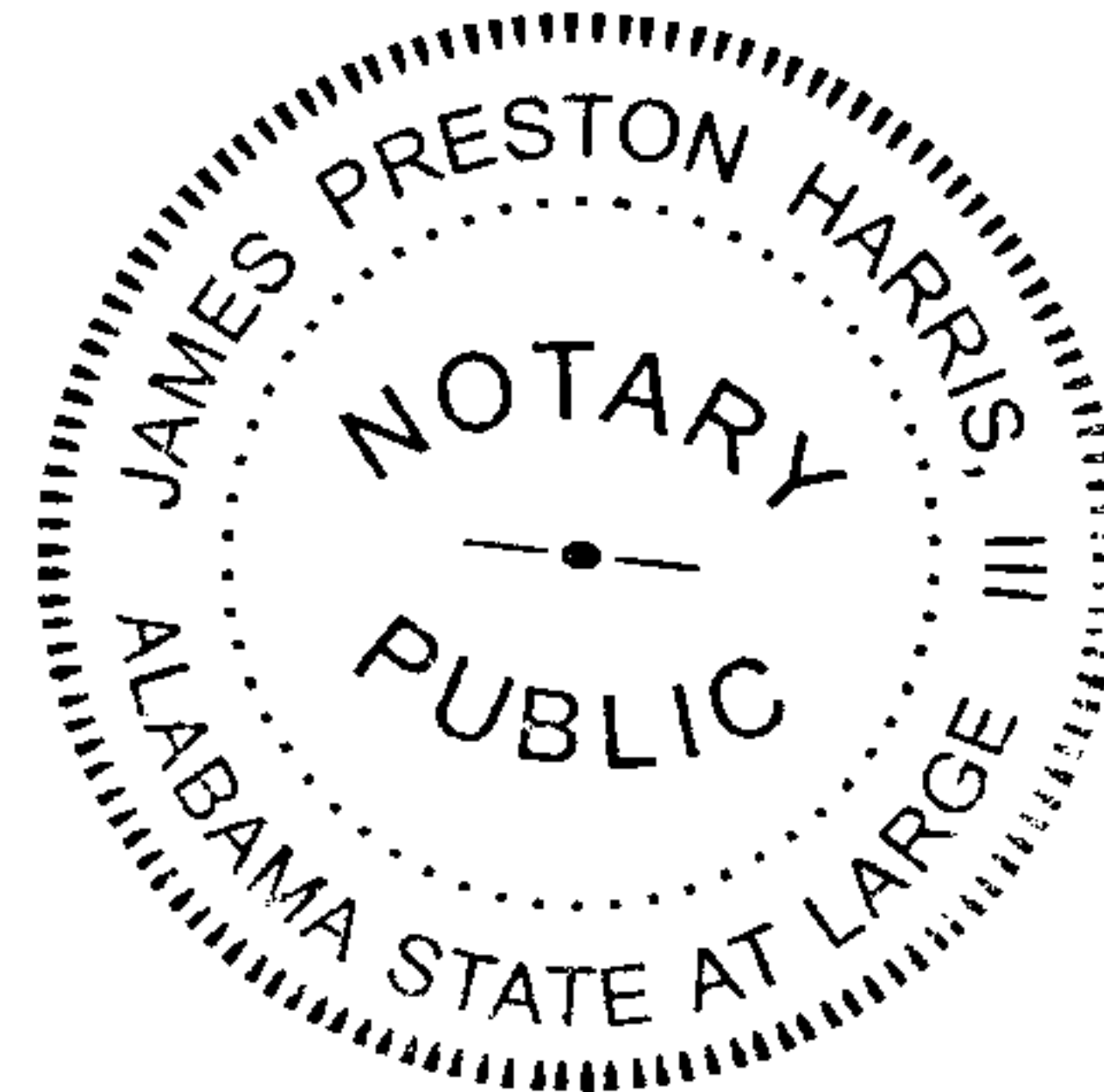
} General Acknowledgment

Shelby County

I, the undersigned authority, a Notary Public in and for the said County, in said State, hereby certify that Karl F. Hendrickson III and Allison L. Rowland, husband and wife 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 on the day the same bears date.

Given under my hand and official seal, this the 10th day of September, 2015.

James Preston Harris III
Notary Public, State of Alabama
the undersigned authority
Printed Name of Notary
My Commission Expires: 3/21/2018



20150915000321690 2/3 \$307.00
Shelby Cnty Judge of Probate, AL
09/15/2015 07:56:14 AM 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	Karl F. Hendrickson III Allison L. Rowland	Grantee's Name	Wayne C. Adkins Helen F. Adkins
Mailing Address	144 Oaklyn Hills Drive Chelsea, AL 35043	Mailing Address	1076 Dunnavant Place Birmingham, AL 35242
Property Address	1076 Dunnavant Place Birmingham, AL 35242	Date of Sale	September 10, 2015
		Total Purchase Price	\$287,000.00
		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	

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 of 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 September 09, 2015

Unattested



(verified by)

Print Karl F. Hendrickson III

Sign



(Grantor/Grantee/Owner/Agent) circle one



20150915000321690 3/3 \$307.00
Shelby Cnty Judge of Probate, AL
09/15/2015 07:56:14 AM FILED/CERT