

Send tax notice to:
ROBERT J. WRIGHT
1083 BALDWIN LANE
BIRMINGHAM, AL 35242

This instrument prepared by:
CHARLES D. STEWART, JR.
Attorney at Law
4898 Valleydale Road, Suite A-2
Birmingham, Alabama 35242

STATE OF ALABAMA
Shelby COUNTY

2015671

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Four Hundred Forty Thousand and 00/100 Dollars (\$440,000.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, LINDA DUHE KIRN, AN UNMARRIED WOMAN whose mailing address is: 1419 Lamona Street, Metairie, LA 70005 (hereinafter referred to as "Grantors") by ROBERT J. WRIGHT and AIMEE S. WRIGHT whose mailing address is: 1083 BALDWIN LANE, BIRMINGHAM, AL, 35242 hereinafter referred to as Grantees"), the receipt and sufficiency of which are hereby acknowledged, Grantor does, by these presents, grant, bargain, sell, and convey unto Grantees, as joint tenants with right of survivorship, the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 2818, according to the Survey of Highland Lakes, 28th Sector, an Eddleman Community, as recorded in Map Book 34, Page 30, 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 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, 28th Sector, recorded as Instrument No. 20041109000615190, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter referred to as, the "Declaration")

SUBJECT TO:

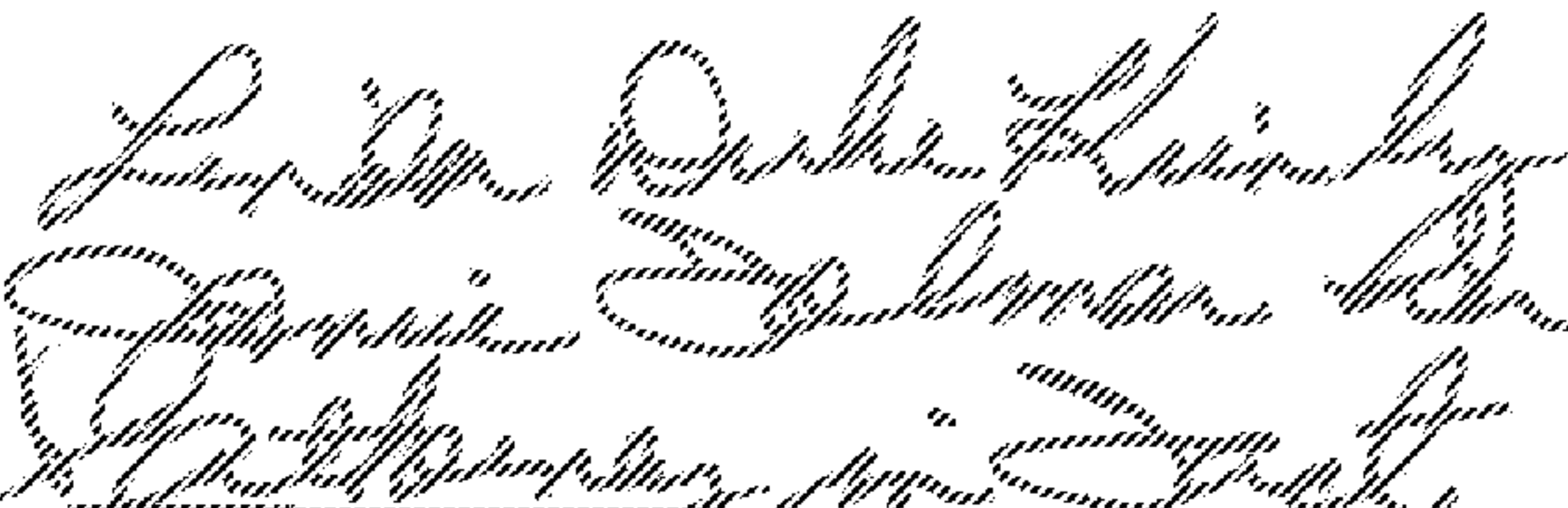
1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2015 WHICH CONSTITUTES A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 2016
2. TITLE TO ALL OIL, GAS AND MINERALS WITHING AND UNDERLYING THE PREMISES, TOGETHER WITH ALL OIL AND MINING RIGHTS AND OTHER RIGHTS, PRIVILEGES AND IMMUNITIES RELATING THERETO, 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 INSTRUMENT NO. 1999-40620.
3. 20 FOOT EASEMENT ALONG REAR LOT LINE AS PER PLAT; 7.5 FOOT EASEMENT ALONG EAST LOT LINE AS PER PLAT.
4. PUBLIC UTILITY EASEMENT AS SHOWN BY RECORDED PLAT, INCLUDING ANY TREE BUFFERLINE AS SHOWN ON PLAT.
5. DECLARATION OF EASEMENTS AND MASTER PROTECTIVE COVENANTS FOR HIGHLAND LAKES, RESIDENTIAL SUBDIVISON, 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 NO. 1994-07111, AMENDED IN INSTRUMENT NO. 1996-17543 AND FURTHER AMENDED IN INSTRUMENT NO. 1999-31095, ALONG WITH

- ARTICLES OF INCORPORATION OF HIGHLAND LAKES RESIDENTIAL ASSOCIATION, INC. AS RECORDED IN INSTRUMENT NO. 9402/3947.
6. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION, 28TH SECTOR, AS RECORDED IN INSTRUMENT NO. 20041109000615190.
 7. SUBDIVISION RESTRICTIONS, LIMITATIONS AND CONDITIONS AS SET OUT IN MAP BOOK 34, PAGE 30.
 8. SUBJECT TO PROVISION OF SECTIONS 2.3 AND 2.6 OF DECLARATION, THE PROPERTY SHALL BE SUBJECT TO THE FOLLOWING MINIMUM SETBACKS: (A) AS PER PLOT PLAN WHICH MUST BE APPROVED BY THE ARC.
 9. 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 INSTRUMENT NO. 1993-15705.
 10. EASEMENTS FOR INGRESS AND EGRESS TO SERVE HIGHLAND LAKES DEVELOPMENT EXECUTED BY HIGHLAND LAKES DEVELOPMENT, LTD. TO HIGHLAND LAKE PROPERTIES, LTD., RECORDED AS INSTRUMENT NO. 1993-15704.
 11. CABLE AGREEMENT SET OUT IN INSTRUMENT NO. 1997-19422.
 12. RELEASE OF DAMAGES AS RECORDED IN INSTRUMENT NO. 1999-40620.
 13. CONDITIONS RESTRICTION AND LIMITATIONS AS SET FORTH IN THAT INSTRUMENT RECORDED 20040823000471380.

\$225,000.00 OF THE CONSIDERATION AS WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns forever. The Grantor does for itself, its successors and assigns, covenant with the Grantee, its successors and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, except as shown above; that it has a good right to sell and convey the same as aforesaid; and that it will, and its successors and assigns shall, warrant and defend the same to the Grantees, their heirs, executors, administrators and assigns forever against the lawful claims of all persons.

IN WITNESS WHEREOF, said Grantor, has hereunto set his/her hand and seal this the 9th day of November, 2015.


LINDA DUHE KIRN BY JANICE
FOLMAR HER ATTORNEY IN FACT

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify LINDA DUHE KIRN BY JANICE FOLMAR, AS HER ATTORNEY IN FACT whose name 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 she, in her capacity as such Attorney in Fact and with full authority executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on 9th day of November, 2015.

Notary Public : Charles D. Stewart, Jr.
My Commission Expires:



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
11/12/2015 08:24:08 AM
\$457.00 CHERRY
20151112000391110

