

Send tax notice to:
ALYSSA A. HAGAN
137 HUNTINGDON PLACE
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

2016045

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Three Hundred Sixty Thousand and 00/100 Dollars (\$360,000.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, ROBERT C. HAWKINS and CHRISTINE P. HAWKINS, HUSBAND AND WIFE whose mailing address is: 228 Courtside Drive, Birmingham, AL 35242 (hereinafter referred to as "Grantors") by ALYSSA A. HAGAN and TRENT DAVID HAGAN whose property address is: 137 HUNTINGDON PLACE, 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 719, according to the Survey of Highland Lakes, 7th Sector, as recorded in Map Book 20, Page 58 A, B & C, In the Probate Office of Shelby County, Alabama.

Together with the 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 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes. a Residential Subdivision, 7th Sector, recorded as Instrument #1995-28389 in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

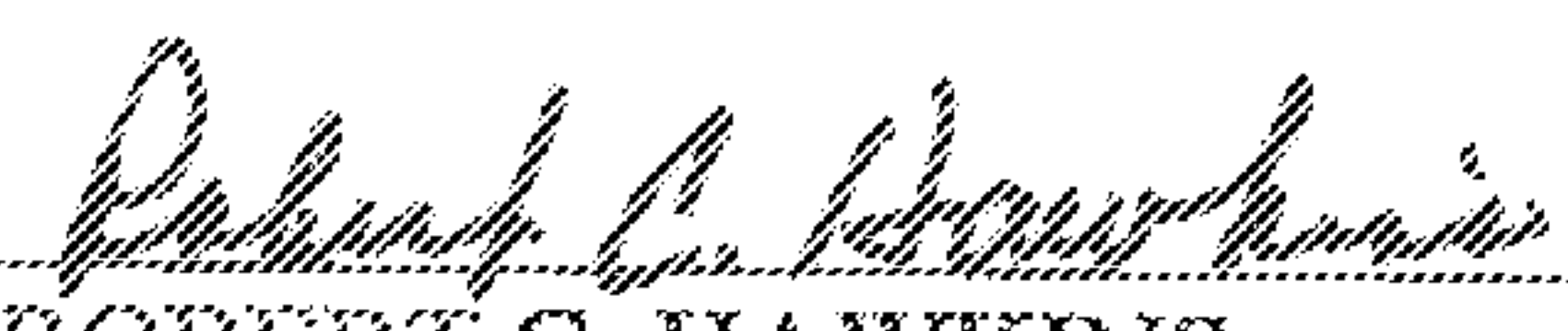
1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2015 WHICH CONSTITUTES A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 2016
2. Subject to all matters as set forth as shown on the plat as recorded in Map Book 20, Page 58A, B, and C of the Probate Records of Shelby County, Alabama.
3. Minerals of whatsoever 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.
4. Together with the nonexclusive easement to use the private roadways.
5. 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 in the Probate Office of Shelby County, Alabama.

6. Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 7th Sector, recorded as Instrument #1995-28389 in the Probate Office of Shelby County, Alabama.
7. Right(s)-of-Way(s) granted to Shelby County, Alabama by instrument (s) recorded in Book 95 page 503 in Probate Office.
8. Right(s)-of-Way(s) to Alabama Power Company by instrument (s) recorded in Book 111 page 408 in Probate Office.
9. Right(s)-of-Way(s) granted to Alabama Power Company by instrument(s) recorded in Book 109 page 70; Book 149 page 380; Book 173 page 364 and Book 276 page 670 in Probate Office.
10. Right(s)-of-Way(s) granted to Alabama Power Company by instrument(s) recorded in Book 134 page 408 and Book 133 page 212 in Probate Office.
11. Right(s)-of-Way(s) granted to Alabama Power Company by instrument(s) recorded in Book 133 page 210 and Real 31 page 355 in Probate Office.
12. Right (s) of Way(s) granted to Shelby County, Alabama, by instrument(s) recorded in Book 196, Page 246 in the Probate Office.
13. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, as to the SW 1/4 of SW 1/4, Section 9, Township 19 South, Range 1, including rights set out in Book 28 page 237 in Probate Office.
14. Restrictions, covenants and conditions as set out in instrument(s) recorded in Inst. #1995-28389 in Probate Office.
15. Restrictions, limitations, and conditions as set out in Map Book 20 page 58 A, B & C.
16. Lake Easement Agreement executed by Highland Lakes Properties, Ltd. and Highland Lakes Development, Ltd., providing for easements, use by others, and maintenances of Lake property described within Instrument #1993-015705 in Probate Office.
17. Easement for ingress and egress to serve Highland Lakes Development executed by Highland Lakes Development, Ltd., to Highland Lakes Properties, Ltd., recorded as Inst. #1993-15704 in Probate Office.
18. Declaration of Easements and Master Protective Covenants by Highland Lakes recorded as Inst. #1994-7111 and amended by Inst. No. 1996-17543 in the Probate Office.
19. Declaration of easement by Highland Lakes Development, Ltd., and Highland Lakes Residential Association, Inc., recorded as Inst. #1995-18135 in the Probate Office.
20. Release of damages, restrictions, modification, covenants, conditions, rights, privileges, immunities, and limitations, as applicable, as set out in, and as referenced in deed (s) recorded in Inst. No. 1995-35508 in the Probate Office.
21. Public utility easements as shown by recorded plat. including any tree bufferline as shown on recorded plat.
22. 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, in said Probate office, 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.
23. 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 setbacks: as per plot plan which must be approved by the ARC; (b) Rear setback: 35 feet (c) Side setback: 15 feet
24. Agreement with Alabama Power Company as to covenants pertaining thereto, recorded as Instrument #1994-1186, in said Probate Office.
25. Riparian owners in and to the use of Lake, if any.
26. Covenants, Conditions and Restrictions as set forth in Deed(s) recorded in Instrument #1995-28389.

\$270,000.00 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 29th day of February, 2016.

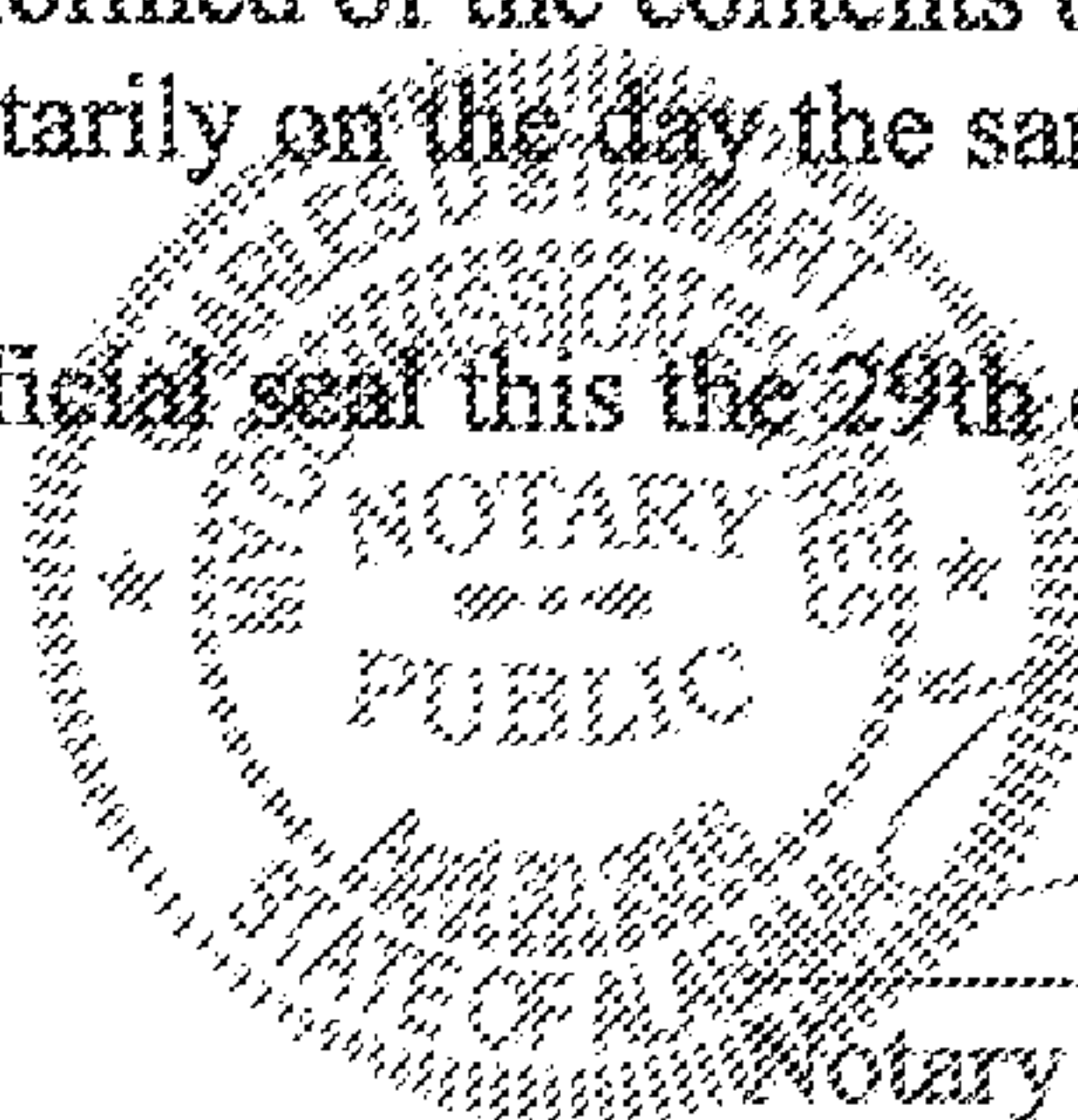

ROBERT C. HAWKINS


CHRISTINE P. HAWKINS

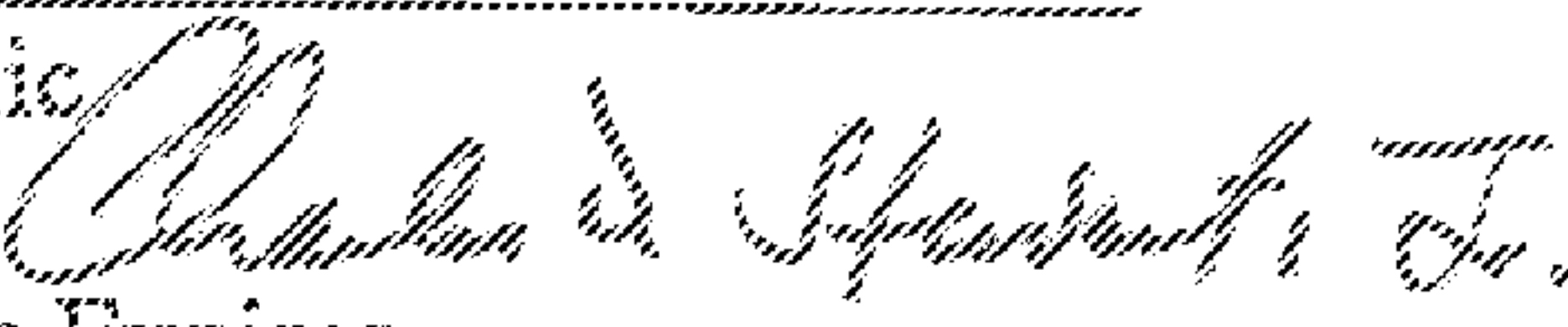
STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that ROBERT C. HAWKINS and CHRISTINE P. HAWKINS whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 29th day of February, 2016.



Notary Public

Print Name: 

Commission Expires:

4-30-16



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
03/02/2016 12:45:35 PM
\$110.00 CHERRY
20160302000066590

