Send tax notice to:
ELIZABETH H. BOOTH
1109 REGENT PARK DR
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

2016283T

## WARRANTY DEED

## KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Three Hundred Twenty Thousand and 00/100 Dollars (\$320,000.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, JARED D. RAY and SARAH RAY, HUSBAND AND WIFE whose mailing address is: 2300 (hereinafter referred to as "Grantors") by ELIZABETH H. BOOTH whose property address is: 1109 REGENT PARK DR, 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, the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 54, according to the Survey of Village at Highland Lakes Regent Park Neighborhood, Phase Six, as recorded in Map Book 42, Page 60 in the Probate Office of Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways. Common areas all as more particularly described in the Declaration of Easements and Master Protective Covenants for The Village at Highland Lakes, a Residential Subdivision. recorded in instrument #20060421000186650 in the Probate Office of Shelby County. Alabama and the Declaration of Covenants, Conditions and Restrictions for The Village at Highland Lakes, a Residential Subdivision, Regent Park Neighborhood recorded in Instrument 2007022300084910 in tile Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively 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. 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.
- 3. License Agreement recorded in Official Records Document No 20131218000483660, of the Probate Records of Shelby County, Alabama.
- 4. Restrictions as recorded in Instrument #20041202000659280 and amended in Instrument 20060524000244790 in the Probate Office of Shelby County, Alabama;
- 5. Easement to Alabama Power Company as recorded in Instrument 20060630000314890, Instrument 20060630000315260, Instrument

- 200606300000315270, and Instrument 20080401000130220 in the Probate Office of Shelby County, Alabama;
- 6. Easement to Bellsouth Telecommunications as recorded in Instrument 20050803000394300 in the Probate Office of Shelby County, Alabama;
- 7. Grant of Land Easement with Restrictive Covenants as recorded in Instrument 20061212000610650, Instrument 20060828000422180, and Instrument 20071108000516450 in the Probate Office of Shelby County, Alabama; Declaration of Covenants, Conditions and Restrictions as recorded in Instrument 2007022300084910, Amended in Instrument 20070830000408300, Amended in Instrument 20080501000178840, Amended in Instrument 2009012100018210, and further Amended in Instrument 2011012500025020 in the Probate Office of Shelby County, Alabama; Instrument 20070830000408300, Amended in Instrument 20080501000178840, Amended in Instrument 20070830000408300, Amended in Instrument 20080501000178840, Amended in Instrument 2009012100018210, and further Amended in Instrument 2011012500025020 in the Probate Office of Shelby County, Alabama;
- 8. Declaration of Easement and Master Protective Covenants as recorded in Instrument 200604210000186650 in the Probate Office of Shelby County, Alabama;
- 9. Articles of Incorporation of Highland Village Residential Association as recorded in Instrument 20060314000120380 in the Probate Office of Shelby County, Alabama and re-recorded in Instrument LR200605, Page 6696 in the Probate Office of Jefferson County, Alabama;
- 10. Mineral and Mining Rights including but not limited to, title to all minerals within and underlying the premises, together with all oil and mineral 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 Deed Book 81, Page 417, in the Probate Office of Shelby County, Alabama;
- 11. Right of Way to Shelby County, Alabama as recorded in Deed Book 196, Pages 237, 248 and 254 and Instrument 199215747 and Instrument 1992-24264 in the Probate Office of Shelby County, Alabama;
- 12. Right of Way to Alabama Power Company as recorded in Deed Book 247, Page 905, Deed Book 139, Page 569, and Deed Book 134, Page 411 in the Probate Office of Shelby County, Alabama;
- 13. Right of Way as recorded in Shelby Real 103, Page 844, and Map Book 3, Page 148, in the Probate Office of Shelby County, Alabama;
- 14. Easement for Ingress/Egress recorded in Deed Book 321, Page 812, in the Probate Office of Shelby County, Alabama;
- 15. Articles of Incorporation of The Village at Highland Lakes Improvement District recorded as Instrument 20051209000637840 and the Notice of Final Assessment of Real Property as recorded in Instrument 20051213000644260 in the Probate Office of Shelby County, Alabama;
- 16. Reservations, limitations, conditions and release of damages as recorded in Instrument 20051229000667950 in the Probate Office of Shelby County, Alabama;
- 17. Restrictive Covenants appearing of record in Instrument 20110406000107060, in the Probate Office of Shelby County, Alabama, but omitting any covenant or restrictions based on race, color, religion, sex, handicap, familial status, or national origin.
- 18. Covenants, Conditions and Restrictions as set forth in Deed(s) recorded in Document No 20060421000186650, Document No 2007022300084910.
- 19. Nonexclusive easement to use the private roadways. Common areas all as more particularly described in the Declaration of Easements and Master Protective Covenants for The Village at Highland Lakes, a Residential Subdivision. recorded in instrument #20060421000186650 in the Probate Office of Shelby County. Alabama and the Declaration of Covenants, Conditions and Restrictions for The Village at Highland Lakes, a Residential Subdivision, Regent Park Neighborhood recorded in Instrument 2007022300084910 in tile Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

\$209,500.00 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 31st day of May, 2016.

STATE OF ALABAMA COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JARED D. RAY and SARAH RAY 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 31st day of May, 2016.

Filed and Recorded Official Public Records Judge James W. Fuhrmeister, Probate Judge, County Clerk Shelby County, AL 06/01/2016 01:28:08 PM \$130.50 CHERRY

\$130.50 CHERRY 20160601000187830