

20160608000197520
06/08/2016 12:36:02 PM
DEEDS 1/2

Send tax notice to:
DARRELL B. SMITH
262 HIGHLAND PARK DRIVE
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

2016229

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Four Hundred Twenty-Eight Thousand and 00/100 Dollars (\$428,000.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, JULIE CARDER, A SINGLE INDIVIDUAL whose mailing address

is: 4730 Colonnade Place, Birmingham, AL 35242 (hereinafter referred to as "Grantors") by DARRELL B. SMITH and JENNIFER G. SMITH whose property address is: 262 HIGHLAND PARK DRIVE, 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 1733-A, according to Re-Subdivision of Highland Lakes, 17th Sector, an Eddleman Community, as recorded in Map Book 27, Page 90 A & B, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, common areas, all as more particularly described in the Declaraton of Easements and Masters Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Inst. No 1994-07111 and amended in Inst No1996-17543 in hte Probate Office of Shelby County, Alabama, and the Declaration of Covenants, conditions and restrictions for Highland Lakes, a Residential Subdivision, 17th Sector, recorded as Inst No 2000-41317 in the Probte Office of Shelby County, Alabama (which, together wih all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

SUBJECT TO:

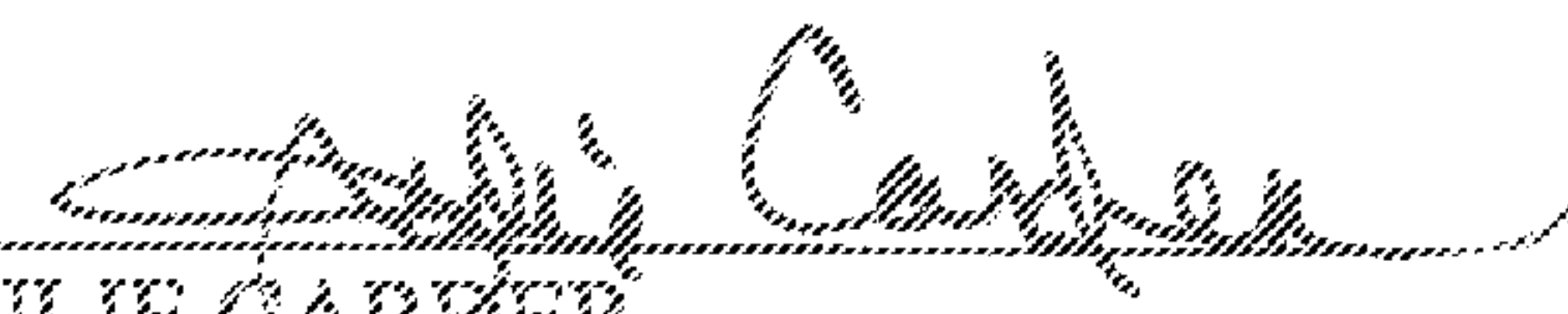
1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2015 WHICH CONSTITUTES A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 2016
2. TITLE TO ALL OIL, GAS AND MINERALS WITHIN AND UNDERLYING THE PREMISES, TOGETHER WITH ALL OIL AND MINING RIGHTS AND OTHER RIGHTS, PRIVILEGES AND IMMUNITIES RELATING THERETO, TOGETHER WITH ANY RELEASE OF LIABILITY TO INJURY OR DAMAGE TO PERSONS OR PROPERTY AS A RESULT OF THE EXERCISE OF SUCH RIGHTS AS RECORDED IN DEED BOOK 81, PAGE 417 AND DEED BOOK 28, PAGE 237 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.
3. Such state of facts as shown on the plat of the Re-Subdivision of Highland Lakes 17th Sector, an Eddleman Community, as recorded in Map Book 27, Page 90 A&B, in the Probate Office of Shelby County, Alabama.
4. Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument No. 1994-07111 and amended in Instrument No. 1996-17543 and further amended In Instrument No. 1999-31095.
5. Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 17th Sector, as recorded in Instrument No. 2000-41317, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration")

6. Articles of Incorporation of Highland Lakes Residential Association, Inc. as recorded in Instrument No. 9402/3947, in the Office of the Judge of Probate of Jefferson County, Alabama.
7. Subdivision restrictions as shown on recorded plat in Map Book 26, Page 10 A&B and in Map Book 27, Page 90.
8. Subject to the provisions of Section 2.3 and 2.6 of the Declaration, the property shall be subject to following minimum setbacks: Front 35 feet, 8 fee on side as recorded in Instrument No. 2000-15023.
9. Easement for ingress and egress to serve Highland Lakes Development executed by Highland Lakes Development, Ltd, to Highland Lakes Properties, Ltd. As recorded in Instrument No. 1993-15704.
10. Lake Easement Agreement executed by Highland Lake Properties, Ltd. And Highland Lake Development, Ltd, provided for easements, use by others and maintenance for Lake Property described within Instrument No. 1993-15705.
11. Cable agreement as recorded in Instrument No. 1997-19422.
12. Public utility easements as shown by recorded plat, including any tree bufferline as shown on recorded plat.
13. Release of damages as recorded in Instrument No. 1999-40620 as recorded in the Probate Office of Shelby County, Alabama.
14. Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities and limitations, as applicable, as set out in, and as referenced in deed(s) recorded in Inst. #2000-42524.
15. Easements as shown by recorded plat, including 10 feet on the Easterly side of lot.
16. Encroachment(s) of concrete drive off of the land as shown by the survey of Carl Daniel Moore, dated 6/25/01.

\$285,000.00 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 6th day of June, 2016.


JULIE CARDER

Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
06/08/2016 12:36:02 PM
\$160.00 DEBBIE
20160608000197520



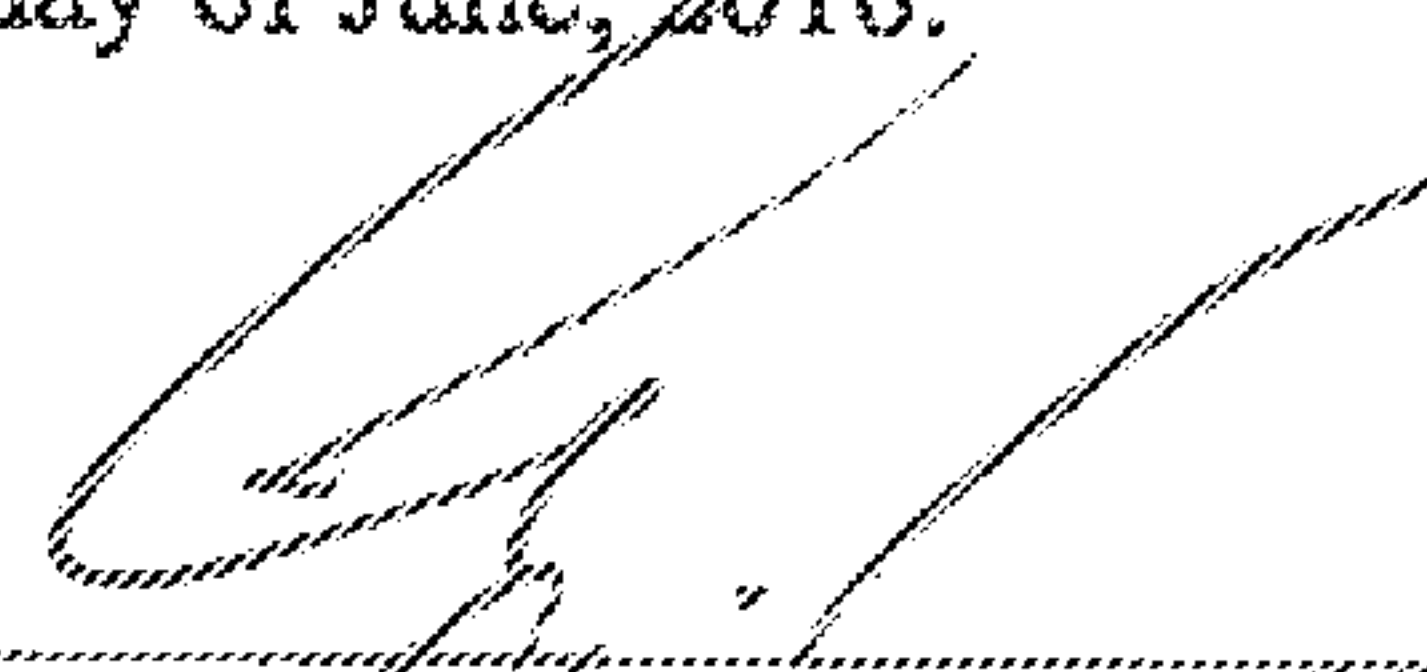
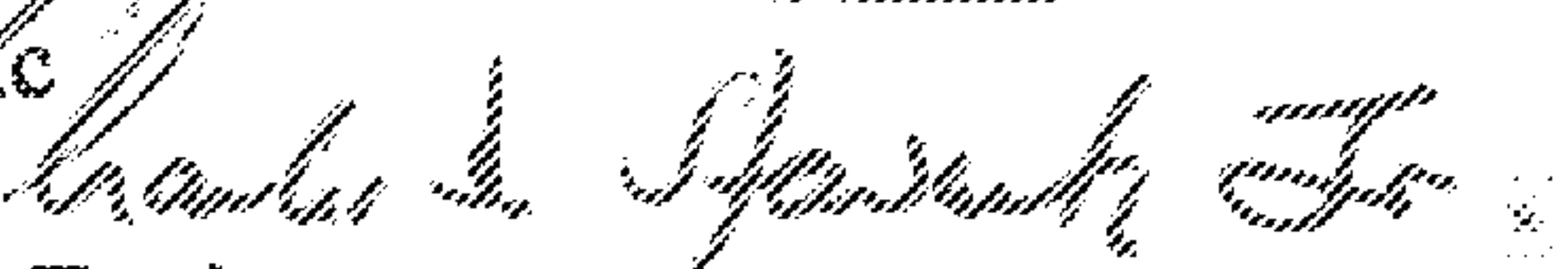
STATE OF ALABAMA
COUNTY OF SHELBY



I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JULIE CARDER 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 6th day of June, 2016.




Notary Public
Print Name: 
Commission Expires:

8-30-20