

Send tax notice to:  
STEVEN E. BOWERS  
1025 HIGHLAND LAKES TRACE  
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

2016459

**20160802000272280**  
**08/02/2016 10:13:57 AM**  
**DEEDS 1/2**

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Three Hundred Eighty-Five Thousand and 00/100 Dollars (\$385,000.00) **the amount which can be verified in the Sales Contract between the two parties** in hand paid to the undersigned, MOLLY M. BRUCE, AN UNMARRIED WOMAN **whose mailing address** is: 1025 Highland Lakes Trace, Birmingham, AL 35242 (hereinafter referred to as "Grantors") by STEVEN E. BOWERS and OLGA P. BOWERS **whose property address** is: 1025 HIGHLAND LAKES TRACE, 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 530, according to the Map of Highland Lakes 5th Sector, Phase II, an Eddleman Community, as recorded in Map Book 19, Page 3 A & B, in the Office of the Judge of Probate of Shelby County, Alabama. Together with a non-exclusive easement to use the private roadways and common areas as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a residential subdivision, recorded as Inst No. 1994-07111, in the Probate Office of Shelby County, Alabama and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a residential subdivision, Sector 5, Phase II, as recorded as Inst No. 1994-31018, in the Probate Office of Shelby County, Alabama (which together with all amendments thereto, is hereafter 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. ANY PRIOR RESERVATION OR CONVEYANCE, TOGETHER WITH RELEASE OF DAMAGES, OF MINERALS OF EVERY KIND AND CHARACTER, 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 OF PUBLIC RECORD.
3. RESTRICTIONS, LIMITATIONS, SETBACKS, COVENANTS, CONDITIONS, EASEMENTS, RIGHTS OF WAY AND COMMON AREAS AS SHOWN ON THE MAP OF HIGHLAND LAKES 5<sup>TH</sup> SECTOR, PHASE II, AN EDDLEMAN COMMUNITY AS RECORDED IN MAP BOOK 19, PAGE 3 A&B.
4. RESTRICTIONS, COVENANTS AND CONDITIONS AS SET OUT IN THE INSTRUMENT RECORDED AS INSTRUMENT NO. 1994-7111, INSTRUMENT NO. 1996-17543
5. HIGHLAND LAKE RESIDENTIAL ASSOCIATION, INC. RECORDED AS INSTRUMENT NO. 9402/3947

6. RIGHT OF WAY GRANTED TO BIRMINGHAM WATER AND SEWER BOARD BY INSTRUMENTS RECORDED AS INSTRUMENT NO. 1997-4027, INSTRUMENT NO. 1996-25667; INSTRUMENT NO. 2000-12490.
7. LAKE EASEMENT AGREEMENT EXECUTED BY HIGHLAND LAKE PROPERTIES, LTD AND HIGHLAND LAKE DEVELOPMENT, LTD. PROVIDING FOR EASEMENTS, RIGHTS OF OTHERS AND MAINTENANCE OF LAKE PROPERTY RECORDED AS INSTRUMENT NO. 1993-15705
8. EASEMENTS FOR INGRESS AND EGRESS TO SERVE HIGHLAND LAKES DEVELOPMENT RECORDED AS INSTRUMENT NO. 1993-15704
9. AGREEMENT FOR CABLE RECORDED AS INSTRUMENT NO. 1997-33476
10. EASEMENT TO ALABAMA POWER COMPANY AS RECORDED AS INSTRUMENT NO. 1995-12814
11. RESTRICTIVE COVENANT AND DISTRIBUTION EASEMENT TO ALABAMA POWER COMPANY AS RECORDED IN INSTRUMENT NO. 1995-12814
12. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHLAND LAKES, AS RESIDENTIAL SUBDIVISION, 5<sup>TH</sup> SECTOR, PHASE II, RECORDED AS INSTRUMENT NO. 1994-31018
13. RELEASE OF DAMAGES RECORDED AS INSTRUMENT NO. 1999-40619
14. COVENANTS AND RESTRICTIONS RECORDED IN DEED RECORDED AS INSTRUMENT NO. 2001-44043.

\$175,000.00 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 28th day of July, 2016.

*Molly M. Bruce*  
MOLLY M. BRUCE

STATE OF ALABAMA  
COUNTY OF SHELBY

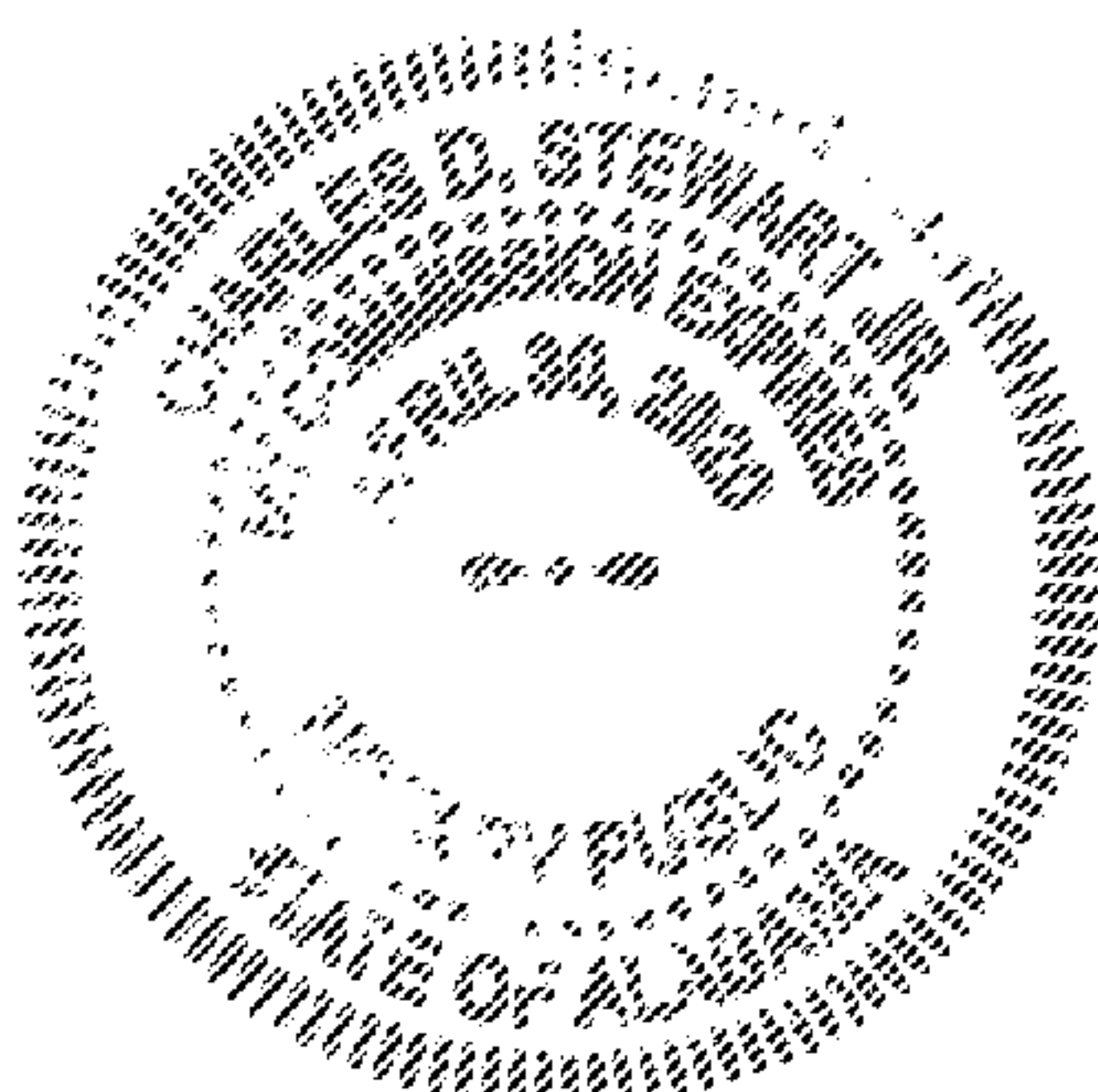


Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
08/02/2016 10:13:57 AM  
S228.00 CHERRY  
20160802000272280

*James W. Fuhrmeister*

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that MOLLY M. BRUCE 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 28th day of July, 2016.



*Charles S. Stewart*  
Notary Public  
Print Name:  
Commission Expires: