

This deed prepared by:
Thomas O. Kotouc
310 Eastdale Cir. #2
Montgomery, AL 36117

WARRANTY DEED



20170307000078280 1/4 \$482.00
Shelby Cnty Judge of Probate, AL
03/07/2017 10:47:55 AM FILED/CERT

THE STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOWN ALL MEN BY THESE PRESENTS, that in consideration of Ten Dollars (\$10.00) and other valuable consideration to the undersigned GRANTORS in hand paid by the GRANTEE herein, the receipt whereof, is hereby acknowledged we, **Larry Northington and Linda Northington**, a married man and woman, herein referred to as GRANTORS do hereby GRANT, BARGAIN, SELL and CONVEY unto **Larry W. Northington and Linda S. Northington, Trustees, or their successors in trust, under the Linda S. Northington Living Trust, dated August 29, 2002, and any amendments thereto**, (the trustees of the Linda S. Northington Living Trust have all the rights and powers necessary to purchase and sell real property on behalf of the trust) herein referred to as the GRANTEE, the following described Real Estate, situated in the County of Shelby, and the State of Alabama to-wit:

See Attached "Exhibit A"

This conveyance is subject to covenants, restrictions, reservations and easements imposed upon the subject property.

The ad valorem address of this property is 254 Highland Park Drive, Birmingham, AL 35242.

This is the same property conveyed from Arthur Howard Homes, Inc., to Larry Northington and Linda Northington as recorded in the Inst. #2001-55333 in the Office of the Judge of Probate of Shelby County, Alabama, on December 18, 2001.

TO HAVE AND TO HOLD, the aforegranted premises to the said GRANTEE, its heirs and assigns FOREVER.

And GRANTORS do covenant with the said GRANTEE, its heirs and assigns, that we are lawfully seized in fee simple of the aforementioned premises; that we are free from all encumbrances, except as hereinabove provided; that I have a good right to sell and convey the same to the said GRANTEE, its heirs and assigns, and that GRANTORS will WARRANT AND DEFEND the premises to the said GRANTEE, its heirs and assigns forever, against the lawful claims and demands of the persons except as hereinabove provided.

IN WITNESS WHEREOF we have hereunto set our hands and seals, on this 29th day of August, 2002.

Witness


Larry Northington

Witness


Linda Northington

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that **Larry Northington and Linda Northington** whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, having read the contents of the foregoing Warranty Deed, they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office, on 29th day of August, 2002.



Notary Public, Thomas O. Kotouc

(SEAL)

My Commission Expires: 05/23/05

Shelby County, AL 03/07/2017
State of Alabama
Deed Tax: \$458.00



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EXHIBIT "A"

Lot 1736-A, according to the Re-subdivision of Highland Lakes, 17th Sector, an Eddleman Community, as recorded in Map Book 27 page 90 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 Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Inst. #1994-07111 and amended in Inst. No. 1996-17543 in the 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. #2000-41317 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

SUBJECT TO:

Taxes or special assessments which are not shown as existing liens by public records.

Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to gas, oil, sand, and gravel in, on and under subject property.

General and special taxes or assessments for 2002 and subsequent years not yet due and payable.

Declaration of Restrictions, Covenants and Conditions as set out in instrument(s) recorded in Inst. No. 1994-7111, Inst. No. 1996-17543 and Inst. No. 1999-31095 in the Probate Office of Shelby County, Alabama; along with Articles of Incorporation of Highland Lakes Residential Association, Inc., recorded as Inst. No. 9402/3947 in the Probate Office of Jefferson County, Alabama.

Declaration of Restrictions, Covenants and Conditions for Highland Lakes, Seventeenth Sector, set out in instrument recorded as Inst. #2000-41317 in Probate Office.

Easements for Ingress and Egress to serve Highland Lakes Development, executed by Highland Lakes Development, Ltd. to Highland Lakes Properties, Ltd., recorded as Inst. No. 1993-15704 in the Probate Office.

Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 28 page 237 in Probate Office.

Release(s) of damages as set out in instrument(s) recorded in Inst. No. 1999-40620 in Probate Office.

Cable Agreement set out in Inst. No. 1997-19422 in the Probate Office.

Restrictions, limitations and conditions as set out in Map Book 26 page 10 A & B and Map Book 27 page 90.

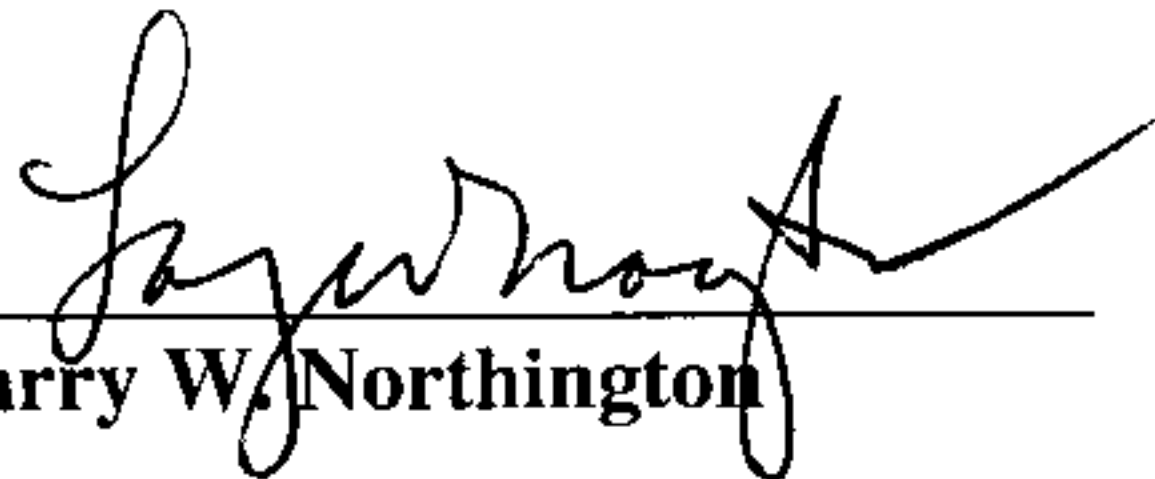
Lake Easement Agreement executed by Highland Lake Properties, Ltd. and Highland Lake Development, Ltd., provided for easements, use by others and maintenance of Lake Property described within Inst. No. 1993-15705 in the Probate Office.

Easements as shown by recorded plat, including 10 feet easement on the Northwesterly side of lot.

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. #2001-26031 in the Probate Office.

WARRANTY DEED ACCEPTANCE


We, **Larry W. Northington and Linda S. Northington**, do hereby state that we have accepted and received the Warranty Deed conveying the Lot 1736-A, according to the resubdivision of Highland Lakes, 17th Sector, an Eddleman Community, to **Larry W. Northington and Linda S. Northington, Trustees, or their successors in trust, under the Linda S. Northington Living Trust, dated August 29, 2002, and any amendments thereto on this the 29th day of August, 2002.**



Larry W. Northington



Linda S. Northington


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Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name Linda S. & Larry W. Northington
Mailing Address 254 Highland Pk. Dr.
Birmingham, AL 35242

Grantee's Name Linda S. Northington Living Trust
Mailing Address 254 Highland Park Dr.
Birmingham, AL 35242

Property Address
254 Highland Pk. Dr.
Birmingham, AL 35242

Date of Sale: Aug. 29, 2002

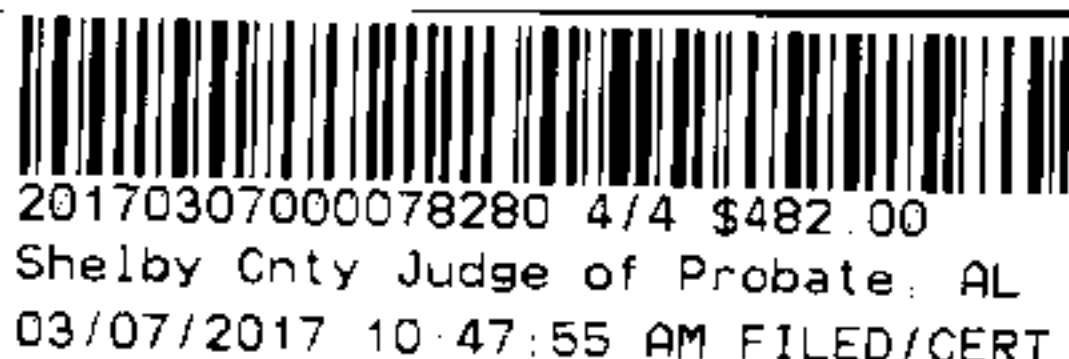
Total Purchase Price \$

or grantor

Actual Value \$

or

Assessor's Market Value \$ 458,000



The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale

☒ Appraisal by county

☐ Sales Contract

☐ Other

☐ Closing Statement

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 2 28 17

Print Thomas O. Kotouc

☐ Unattested

Sign

(verified by)

(Grantor/Grantee/Owner/Agent) circle one