
20170710000243970 1/4 \$196.50
Shelby Cnty Judge of Probate, AL
07/10/2017 09:19:03 AM FILED/CERT

This Instrument Prepared By:

C. Ryan Sparks, Attorney
2635 Valleydale Road, Suite 200
Birmingham, Alabama 35244
DIRECT: 205-215-8433

Send Tax Notice To Grantees Address:

William C. Smith and Joan C. Smith
1052 Kings Way
Birmingham, Alabama 35242

WARRANTY DEED WITH JOINT RIGHT OF SURVIVORSHIP

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS,

That for and in consideration of **TWO HUNDRED NINETY TWO THOUSAND FIVE HUNDRED AND NO/100 (\$292,500.00) DOLLARS**, and other good and valuable consideration, this day in hand paid to the undersigned **MICHAEL J. ANDERSON and MONIQUE P. ANDERSON, husband and wife**, (herein referred to as "Grantors"), in hand paid by the Grantees herein, the receipt whereof is hereby acknowledged, the Grantors do hereby give, grant, bargain, sell and convey unto the Grantees, **WILLIAM C. SMITH and JOAN C. SMITH**, (herein referred to as "Grantees"), for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, all of the Grantors' interest in the following-described Real Estate situated in, **SHELBY COUNTY, ALABAMA**, to wit:

Lot 2567, according to the Survey of Highland Lakes, 25th Sector, Phase II, an Eddleman Community, as recorded in Map Book 36, Page 41, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with 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 and amended in Instrument No. 1996-17543, and further amended in Inst. #1999-31095, in the Probate Office of Shelby County, Alabama and the Declaration of Covenants, Conditions, and Restrictions for Highland Lakes, a Residential Subdivision, 25th Sector, Phase II, recorded in Instrument #20051229000667940, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration"). Mineral and mining rights excepted.

Subject to:

1. General and special taxes or assessments for the year 2017 and subsequent years not yet due and payable.
2. Municipal improvements, taxes, assessments, and fire district dues against subject property, if any.
3. Mineral and mining rights not owned by Grantors.

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State of Alabama
Deed Tax: \$172.50

4. Any applicable zoning ordinances.
5. Easements, encroachments, building set back lines, rights-of-ways as shown of record by recorded plat or other recorded instrument, including any amendments thereto.
6. All matters, facts, easements, restrictions, assessments, covenants, agreements and all other terms and provisions in Map Book 36, Page 41.
7. 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 co
8. Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 25th Sector, Phase 2, as recorded in said Probate Office in Instrument No. 20051229000667940
9. 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 for injury or damage to persons or property
10. 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) as per plot plan which must be approved by the ARC; (b) rear setback: 35 feet; (c) side setback: 15 feet.
11. Right of Way to Birmingham Water and Sewer Board as recorded in Instrument No. 1997-4027 and Instrument No. 1996-25667.
12. Right of way and agreement with Alabama Power Company as to covenants pertaining thereto.
13. Shelby Cable Agreement as set out in Instrument No. 1997-33476.
14. Lake easement agreement executed by Highland Lakes Properties, Ltd. and Highland Lakes Development, Ltd., providing for easements, use by others, and maintenance of Lake property as shown by instrument recorded in Instrument 1993-15705.
15. Easement(s) for ingress and egress to serve Highland Lakes Development executed by Highland Lakes Development Ltd. to Highland Lakes Properties, Ltd., recorded as Instrument No. 1993-15704.
16. Release of damages as recorded in Instrument No. 20050505000214850.
17. Covenants releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject pr
18. 10 foot easement along rear lot line as per plat.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said Grantees, for and during their joint lives as joint tenants and upon the death of either of them, then to the survivorship of them in fee simple, and to the heirs and assigns of such survivor, forever.

AND SAID GRANTORS, for said GRANTORS', GRANTORS' heirs, successors, executors and administrators, covenants with GRANTEES, and with GRANTEES' heirs and assigns, that GRANTORS are lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all liens and encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any restrictions pertaining to the Real Estate of record in the Probate



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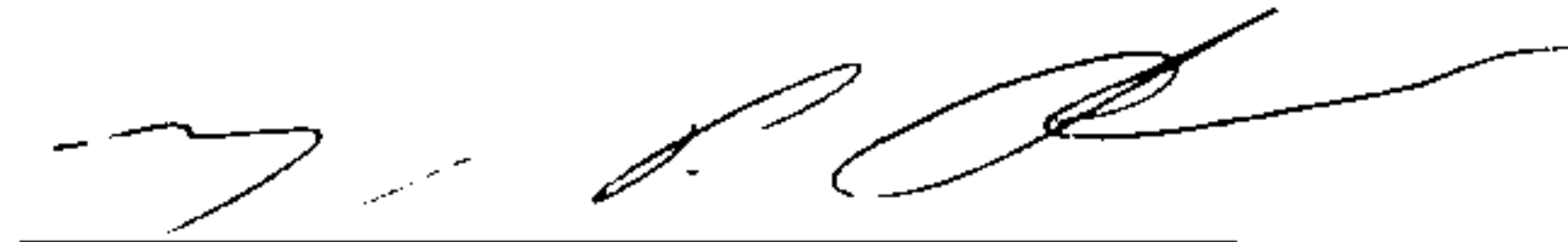
Office of **SHELBY COUNTY**; and that GRANTORS will, and GRANTORS' heirs, executors and administrators shall, warrant and defend the same to said GRANTEES, and GRANTEES' heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals on this day of July 6, 2017.

GRANTORS:



Michael J. Anderson

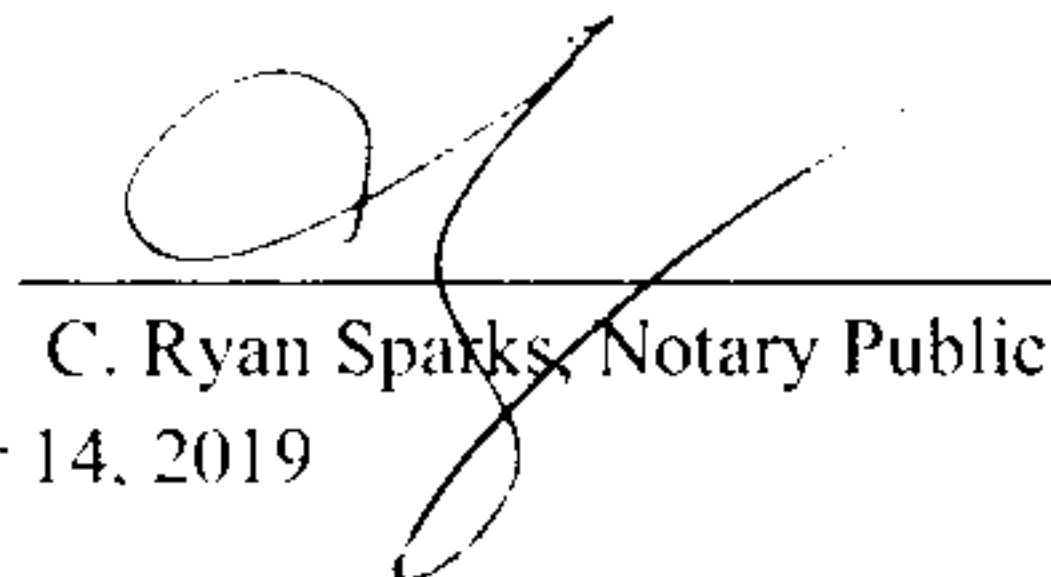


Monique P. Anderson

**STATE OF ALABAMA
COUNTY OF SHELBY**

I, the undersigned, a Notary Public, in and for said State and County, do hereby certify that Michael J. Anderson and Monique P. Anderson, whose names are each signed to the above and foregoing conveyance, and who are each known to me, acknowledged before me on this day that, being informed of the contents of this instrument, Michael J. Anderson and Monique P. Anderson each executed the same voluntarily on the day the same bears date.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals on this day of July 6, 2017.


C. Ryan Sparks, Notary Public

My Commission Expires: December 14, 2019



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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 Michael J. Anderson
Mailing Address Monique P. Anderson
1052 Kings Way
Birmingham, AL 35242

Grantee's Name William C. Smith
Mailing Address Joan C. Smith
1052 Kings Way
Birmingham, AL 35242

Property Address 1052 Kings Way
Birmingham, AL 35242

Date of Sale 7/6/17
Total Purchase Price \$ 292,500.00

or
Actual Value \$
or
Assessor's Market Value \$

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
☐ Sales Contract
☐ Closing Statement

☐ Appraisal
☐ Other

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 7/6/17

Print C. Ryan Sparks


Unattested

Sign [Signature]

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1


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