

This instrument was prepared by:
Clayton T. Sweeney, Esquire
2700 Highway 280 East, Suite 160
Birmingham, Alabama 35223

Send Tax Notice to:
Patrick R. Dubay and
Emily R. Dubay
1026 Highland Village Trail
Birmingham, Alabama 35242

Shelby County, AL 08/02/2017
State of Alabama
Deed Tax: \$167.00

**STATE OF ALABAMA
COUNTY OF SHELBY**


20170802000279190 1/5 \$194.00
Shelby Cnty Judge of Probate, AL
08/02/2017 02:54:18 PM FILED/CERT

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of **Four Hundred Eighty Thousand and No/100 Dollars (\$480,000.00)** to the undersigned grantor, **EDDLEMAN RESIDENTIAL, LLC**, an Alabama limited liability company, (herein referred to as "Grantor"), in hand paid by Grantees named herein, the receipt of which is hereby acknowledged, the said **EDDLEMAN RESIDENTIAL, LLC**, an Alabama limited liability company, does by these presents, grant, bargain, sell and convey unto **Patrick R. Dubay and Emily R. Dubay** 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 (hereinafter referred to as "Grantee", whether one or more), the following described real estate (the "property"), situated in **Shelby County, Alabama**, to-wit:

Lot 48, according to the 2nd Amendment to the Amended Map of a Single Family Residential Subdivision, The Village at Highland Lakes, Sector One, an Eddleman Community, as recorded in Map Book 38, Page 24 A, B, C, D & E, in the Office of the Judge of Probate of Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, common areas all as more particularly described in the Easements and Master Protective Covenants for The Village at Highland Lakes, a Residential Subdivision, recorded as Instrument No. 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, Sector One, recorded as Instrument No. 20060421000186670, Amendment as recorded in Instrument. 20060712000335740, Supplementary Declaration recorded in Instrument 20151230000442810, 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.

\$313,000.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

The above property is conveyed subject to:

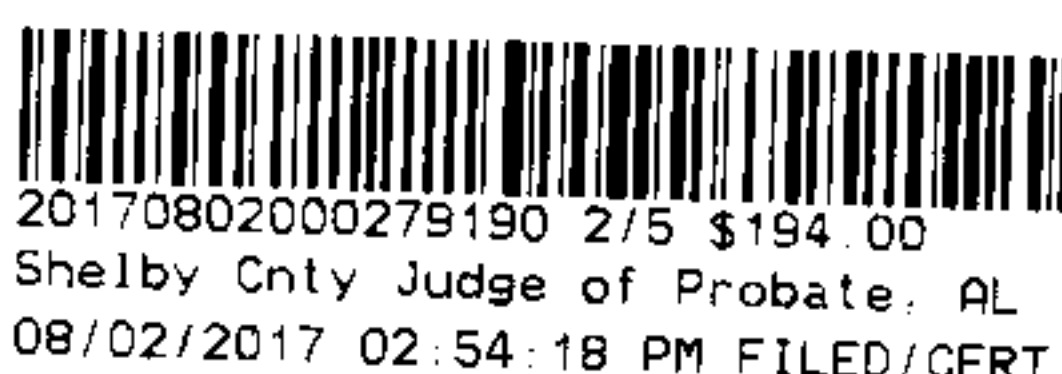
- (1) Ad Valorem taxes due and payable October 1, 2017 and all subsequent years thereafter, including any "roll-back taxes."
- (2) Public utility easements as shown by recorded plat, including any storm or sewer easements as shown on recorded plat.
- (3) Transmission line permit(s) to Alabama Power Company as recorded in Deed Book 247, Page 905; Deed Book 139, Page 569; and Deed Book 134, Page 411, in said Probate Office.
- (4) Right of way granted to Shelby County as set forth in Deed Book 196, Pages 237, 248 and 254; Instrument No. 20060630000314890; Instrument No. 20060630000315260 and Instrument No. 20060630000315270 in said Probate Office.
- (5) Easement to Shelby County as recorded in Instrument #1992-15747 and Instrument #1992-24264, in said Probate Office.
- (6) Ingress and egress easements as recorded in Real Book 321, Page 812, in said Probate Office.
- (7) Right of way for roadway as set forth in Real 103, Page 844 and Map Book 3, Page 148, in the Office of the Judge of Probate of Shelby County, Alabama.
- (8) Declaration of Easements and Master Protective Covenants for The Village at 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 covenants, restrictions and conditions being set out in instrument recorded as Instrument #2006421000186650, in said Probate Office of Shelby County, Alabama, along with Articles of Incorporation of Highland

Village Residential Association, Inc. as recorded as Instrument #2006031400012830, in the Office of the Judge of Probate of Jefferson County, Alabama.

- (9) Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, Sector One, as recorded as Instrument #20060421000186670, in said Probate Office.
- (10) Subject to covenants, conditions and restrictions (deleting therefrom, and restrictions indicating any preference, limitation, or discrimination based on race, color, religion, sex, handicap, family status or national origin) as set forth in the document recorded in Instrument #20041202000659280; Instrument No. 20060224000089280; Instrument No. 20060421000186650 and Instrument No. 20060421000186670 and amended in Instrument No. 20060712000335740, in said Probate Office.
- (11) Subdivision restrictions, limitations and conditions as set out in Map Book 38, Page 24 A-E, in said Probate Office.
- (12) Title to all 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 as a result of the exercise of such rights as recorded in Deed Book 81, Page 417, in said Probate Office.
- (13) 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;
- (14) Articles of Incorporation of The Village at Highland Lakes Improvement District as recorded in Instrument # 20051209000637840 and Notice of Final Assessment of Real Property by The Village at Highland Lakes Improvement District as recorded in Instrument # 20051213000644260.
- (15) Memorandum of Sewer Service Agreement regarding The Village at Highland Lakes in favor or Double Oak Water Reclamation, LLC as recorded in Instrument No. 20121107000427760.
- (16) Right of Way granted to Alabama Power Company as set forth in Instrument No. 20060630000314890; Instrument No. 20060630000315260 and Instrument No. 20060630000315270.
- (17) Grant of land easement and restrictive covenants in favor or Alabama Power Company recorded in Instrument No. 20060828000422180 and Instrument No. 20008280004222190.
- (18) Restrictions, Covenants, Conditions, Limitations, Release of Damages and Mineral and Mining Rights as recorded in Instrument 20160923000348440 in the Probate Office of Shelby County, Alabama.

This conveyance is made with the express reservation and condition that by acceptance of this deed, the Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permittees, licensees and lessees, hereby release and forever discharge Grantor and the Village at Highland Lakes, Inc., Village at Highland Lakes, Ltd., Eddleman Properties, Inc., Eddleman Realty, LLC, Eddleman Residential, LLC and Regent Park Homes, LLC (herein collectively referred to as the Village at Highland Lakes entities) their successors and assigns, from any and all liability, claims and causes of action whether arising at law (by contract or in tort) or in equity with respect to damage or destruction of property and injury to or death of any person located in, on, or under the surface of or over lands herein conveyed, as the case may be, which are caused by, or arise as a result of, past or future soil, subsoil or other conditions (including without limitation, sinkholes, underground mines, and limestone formations) under or on the Property, whether contiguous or non-contiguous. . Further, the Grantee, its successors and assigns hereby acknowledges that Grantor shall not be liable for and no action asserted against Grantor in connection with any drainage easements, ditches or pipes or drainage problems associated therewith and that Grantee has inspected the same and accepts the property along with all drainage easements, ditches or pipes or drainage problems in its present "AS IS" condition. Grantee acknowledges that it has made its own independent inspections and investigations of the hereinabove described land and is purchasing the Property in reliance upon such inspections and investigations thereof. For purposes of this paragraph the term Grantor and Village at Highland Lakes entities shall mean and refer to (i) the officers, directors, agents and employees of Grantor and the Village at Highland Lakes entities as defined herein above and any successors or assigns hereof. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through Grantee.

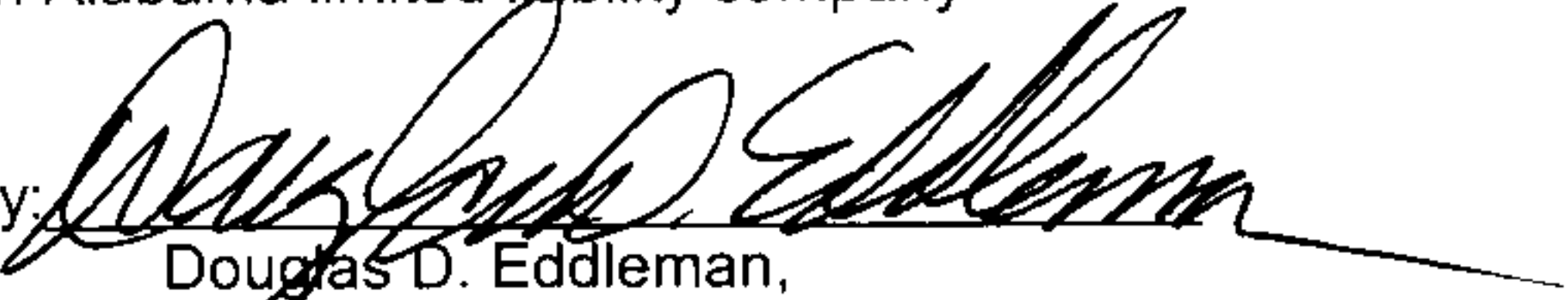
This instrument is executed as required by the Articles of Organization and Operational Agreement of said limited liability company and same have not been modified or amended.



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

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized managing member this 26th day of July, 2017.

GRANTOR:
EDDLEMAN RESIDENTIAL, LLC
an Alabama limited liability company

By: 
Douglas D. Eddleman,
Its President and CEO

The Village at Highland Lakes - Sector One
Lot 48, Patrick R. Dubay and Emily R. Dubay

STATE OF)
COUNTY OF)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as President and CEO of Eddleman Residential, LLC, an Alabama limited liability company, is signed to the foregoing Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, he, as such President and CEO, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal of office this the 26th day of July, 2017.




NOTARY PUBLIC
My Commission expires: 06-02-2019


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Shelby Cnty Judge of Probate, AL
08/02/2017 02:54:18 PM FILED/CERT

The Grantees execute this deed only to acknowledge and accept all covenants and restrictions contained hereinabove and Grantees, their successors and assigns, agree and understand that the property conveyed herein is subject to the foregoing covenants and restrictions.

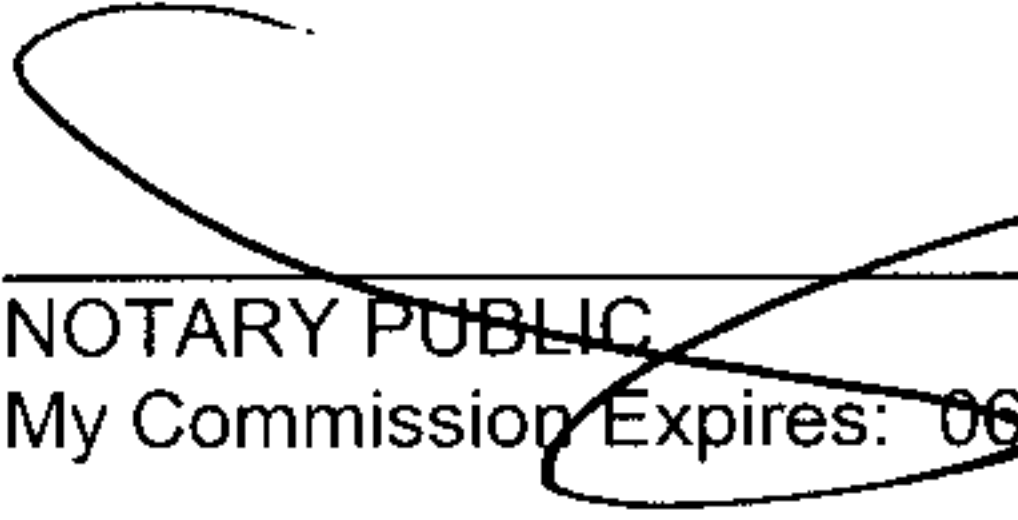

Patrick R. Dubay


Emily R. Dubay
By: Patrick R. Dubay
Her Attorney in Fact

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Patrick R. Dubay, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily for and as their act on the day the same bears date.

Given under my hand and official seal this 26th day of July, 2017.

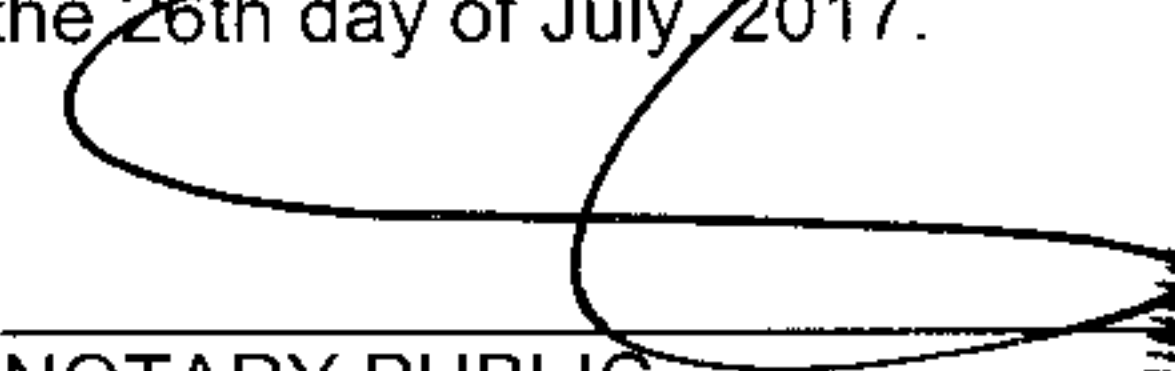

NOTARY PUBLIC
My Commission Expires: 06/02/2019



STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public, in and for said county and in said state, hereby certify that Patrick R. Dubay whose name as Attorney in Fact for Emily R. Dubay, under that certain Limited Durable Power of Attorney dated July 21, 2017 is signed to the foregoing conveyance/instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance/instrument, he, in his capacity as such Attorney in Fact, executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this the 26th day of July, 2017.


NOTARY PUBLIC
My Commission Expires: 06/02/2019



Real Estate Sales Validation Form

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

Grantor's Name	Eddleman Residential, LLC	Grantee's Name	Patrick R. Dubay and Emily R. Dubay
Mailing Address	2700 Hwy. 280, Ste. 425 Birmingham, AL 35223	Mailing Address	1026 Highland Village Trail Birmingham, AL 35242
Property Address	1026 Highland Village Trail Birmingham, AL 35242	Date of Sale	July 26, 2017
		Total Purchase Price	\$ 480,000.00
		or	
		Actual Value	\$
		or	
		Assessor's Market Value	\$

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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 |
| ☐ Sales Contract | ☐ Other |
| ☒ Closing Statement | ☐ Deed |

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 _____

Eddleman Residential, LLC
Print by Douglas D. Eddleman, President and CEO

Unattested

(verified by)

Sign

(Grantor/Grantee/Owner/Agent) circle one