

This Instrument was Prepared by:
Shannon E. Price, Esq.
Kudulis, Reisinger & Price, LLC
P.O. Box 653
Birmingham, AL 35201

Send Tax Notice To: Kevin W. Powell
Kimberly P. Powell
1004 Mountain Trace
Birmingham, AL 35242

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

State of Alabama

} Know All Men by These Presents:

Shelby County

20170831000317870

08/31/2017 10:25:37 AM

DEEDS 1/3

That in consideration of the sum of **Five Hundred Sixty Nine Thousand Dollars and No Cents (\$569,000.00)**, the amount of which can be verified in the Sales Contract between the parties hereto, to the undersigned Grantor or Grantors in hand paid by the Grantees herein, the receipt whereof is acknowledged, we, **Chad B. Handley and Haley W. Handley, husband and wife, whose mailing address is 1030 Edgewater Lane, Chelsea, AL 35043** (herein referred to as Grantors), do grant, bargain, sell and convey unto **Kevin W. Powell and Kimberly P. Powell, whose mailing address is 1004 Mountain Trace, Birmingham, AL 35242** (herein referred to as Grantees), for and during their joint lives as tenants and upon the death of either of them then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in Shelby, County, Alabama, **the address of which is 1004 Mountain Trace, Birmingham, AL 35242**; to wit;

LOT 1, ACCORDING TO THE MAP OF HIGHLAND LAKES, 2ND SECTOR, PHASE II, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 31, PAGE 134, IN THE PROBATE OFFICE OF 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 #1996-17543, AND FURTHER AMENDED IN INSTRUMENT #1999-31095, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION, 2ND SECTOR, PHASE II, RECORDED AS INSTRUMENT #20031029000722170, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA (WHICH, TOGETHER WITH ALL AMENDMENTS THERETO, IS HEREINAFTER COLLECTIVELY REFERRED TO AS, THE "DECLARATION").

\$439,000.00 of the purchase price is being paid by a mortgage being simultaneously recorded herewith.

Property may be subject to all covenants restrictions, regulations, conditions, easements, liens, set back lines, and other rights of whatever nature, recorded, and/or unrecorded.

All taxes for the year 2017 and subsequent years, not yet due and payable.

Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting title that would be disclosed by an accurate and complete survey of the land.

Rights or claims of parties in possession not shown by the public records.

Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law, and not shown by the public records.

Such state of facts as shown on subdivision plat recorded in Plat Book 31, Page 134.

Minerals of whatsoever kind, subsurface and surface substances, 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 in the Public Records.

Easement or other uses of the Land not visible from the surface, or easements or claims of easements, not shown by the public records.

Building lines, right of ways, easements, restrictions, reservations and conditions, if any, as recorded in Map Book 31, Page 134.

Restrictive Covenants and Grant of Land Easement for underground facilities - Alabama Power Company filed in Inst. #20040102000000350.

Public utility easements as shown by recorded plat, including any tree bufferline as shown on recorded plat.

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;

Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, Second Sector, Phase II, as recorded in Instrument #20031029000722170.

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 as Instrument Book 28, Page 237.

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Subject to the provisions of Sections 2.3 and 2.6 of the Declaration, the property shall be subject to the following minimum setbacks: (a) Front Setback: as per plot plan which must be approved by ARC; (b) Rear setback: 35 feet, (c) Side setback: 15 feet.

Right(s) of Way(s) granted to Alabama Power Company by instrument(s) recorded in Book 111, Page 408, Book 109, Page 70, Book 149, Page 380; Book 173, Page 364; Book 276, Page 670; Book 134, Page 408; Book 133, Page 212; Book 133, Page 210 and Real Volume

Right(s) of Way(s) granted to Shelby County, Alabama, by instrument(s) recorded in Book 196, Page 246.

Agreement with Alabama Power Company as to covenants pertaining thereto, recorded as Instrument #1994-1186

Rights of riparian owners in and to the use of the Lake, if any.

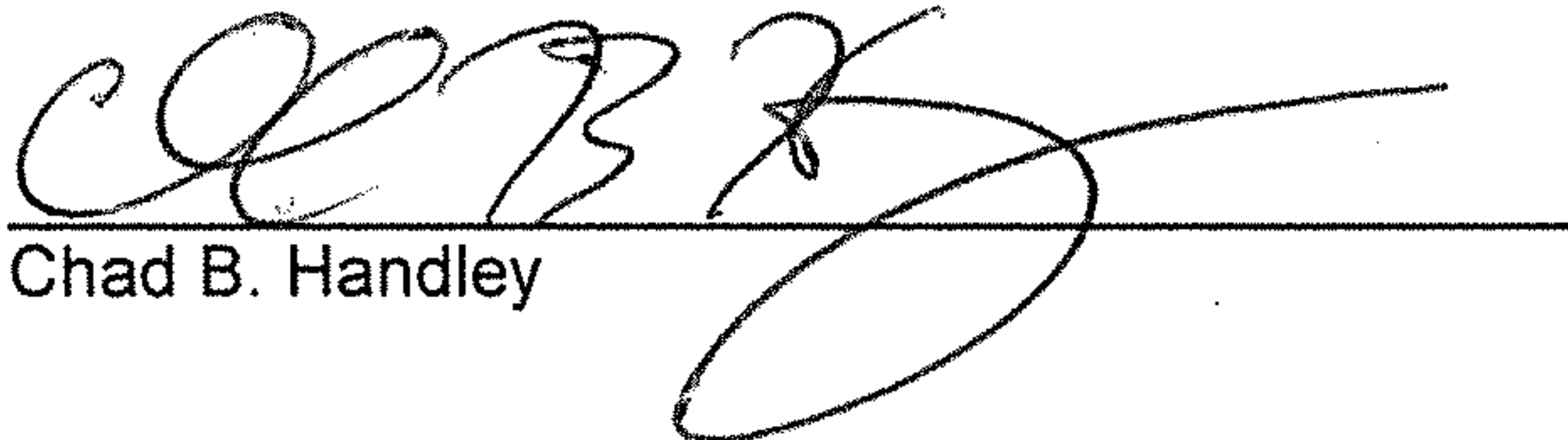
Lake Easement Agreement executed by Highland Lakes Properties, Ltd and Highland Lake Development, Ltd providing for easements, use by others, and maintenance of Lake Property described within Instrument #1993-15705.

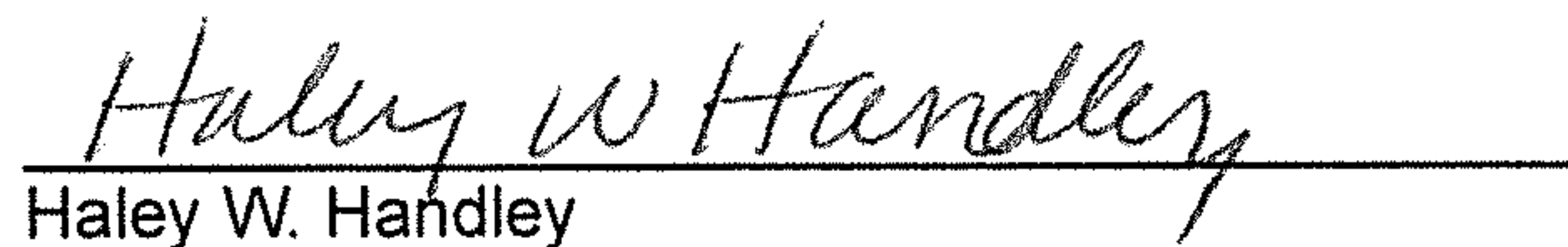
Easement for ingress and egress to serve Highland Lakes Development executed by Highland Lakes Development, Ltd. to Highland Lakes Properties, Ltd recorded as Instrument #1993-15704.

TO HAVE AND TO HOLD, Unto the said Grantees as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of parties to this conveyance, that (unless the joint tenancy hereby created is served or terminated during the joint lives of the Grantees herein) in the event one Grantee herein survives the other, the entire interest in fee simple shall pass to the surviving Grantee, and if one does not survive the other, then the heirs and assigns of the Grantees herein shall take as tenants in common.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said Grantees, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said Grantees, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this 30th day of August, 2017.


Chad B. Handley


Haley W. Handley

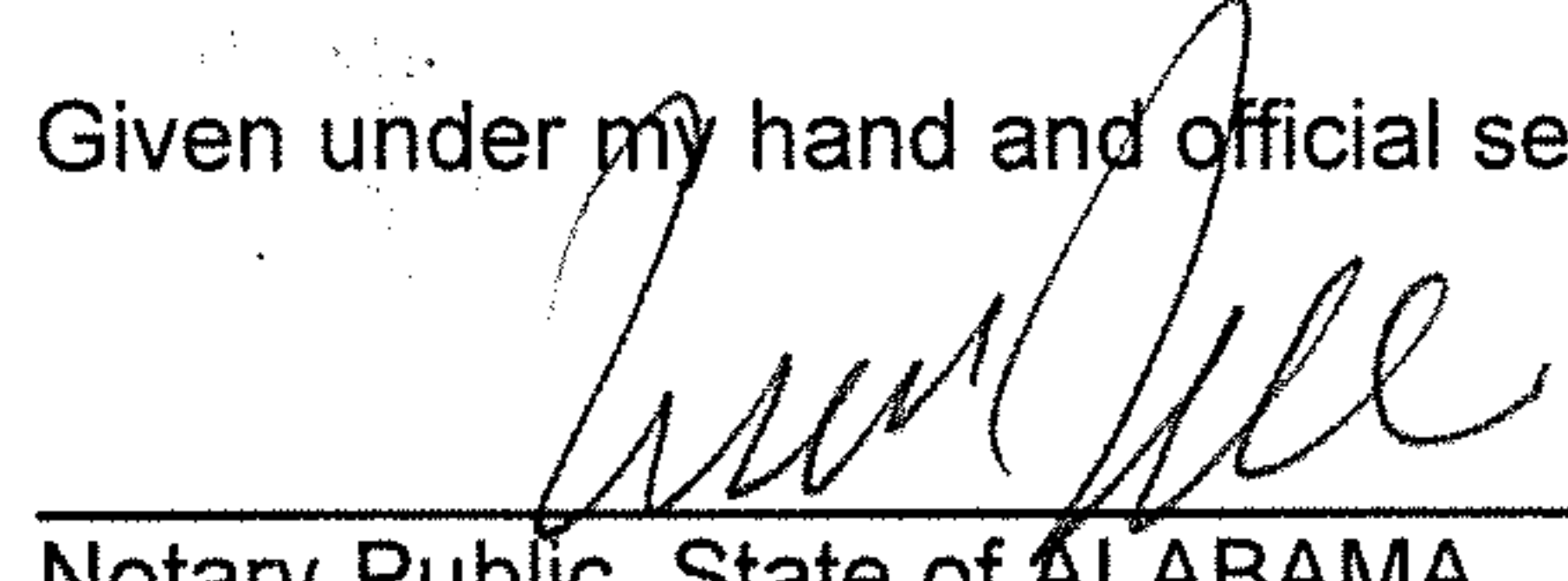
State of Alabama

} General Acknowledgment

Jefferson County

I, the undersigned authority, a Notary Public in and for the said County, in said State, hereby certify that Chad B. Handley and Haley W. Handley, husband and wife whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 30th day of August, 2017.


Notary Public, State of ALABAMA
the undersigned authority

Printed Name of Notary

My Commission Expires: 1/9/2021

WILLIAM PATRICK COCKRELL, II
Notary Public, Alabama State At Large
My Commission Expires Jan. 9, 2021

Real Estate Sales Validation Form

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

Grantor's Name	Chad B. Handley Haley W. Handley	Grantee's Name	Kevin W. Powell Kimberly P. Powell
Mailing Address	1030 Edgewater Lane Chelsea, AL 35043	Mailing Address	1004 Mountain Trace Birmingham, AL 35242
Property Address	1004 Mountain Trace Birmingham, AL 35242	Date of Sale	August 30, 2017
		Total Purchase Price	\$569,000.00
		or	
		Actual Value	
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		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)

<input type="checkbox"/> Bill of Sale	<input type="checkbox"/> Appraisal
<input checked="" type="checkbox"/> Sales Contract	<input type="checkbox"/> Other
<input type="checkbox"/> 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.


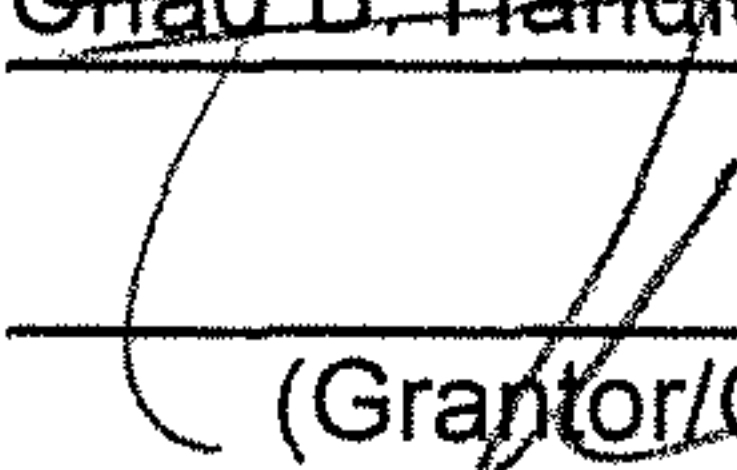
Date of Sale - the date on which interest to the property was conveyed.

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.

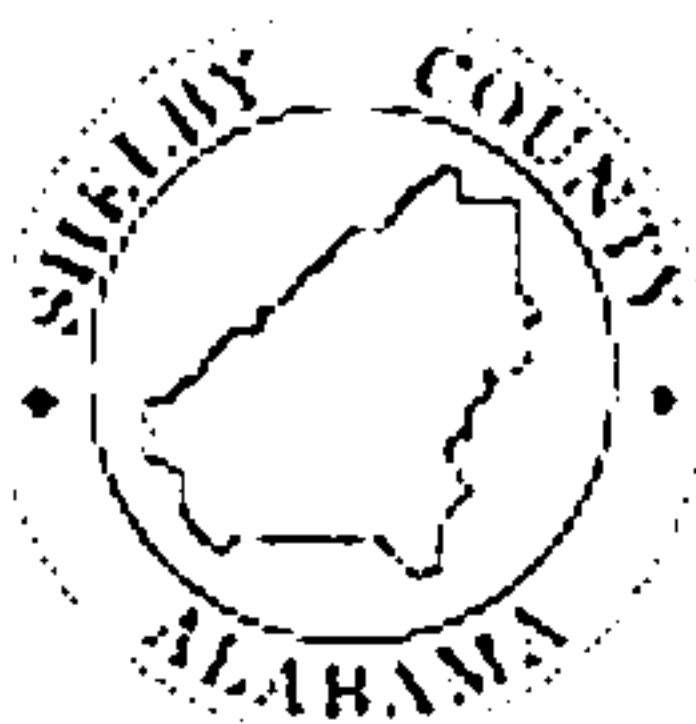
Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser of the assessor's current market value.

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	August 25, 2017	Print	William Robert Cochran
			Chad B. Handley
<input type="checkbox"/> Unattested		Sign	
	(verified by)		(Grantor/Grantee/Owner/Agent) circle one

Form RT-1



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
08/31/2017 10:25:37 AM
\$151.00 CHERRY
20170831000317870