

This Instrument Prepared By:

\$ 400,000.00 (Purchase Price)



358411
HARPOLE LAW, LLC

Ann Harpole, Esq.
82 Plantation Point, PMB #206
Fairhope, Alabama 36532
Telephone (251)928-5856

STATE OF ALABAMA

§
§
§

WARRANTY DEED

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS: That in consideration of FOUR HUNDRED THOUSAND DOLLARS AND NO/100 (\$400,000.00), good and valuable consideration, in hand paid by the GRANTEE/S herein, the receipt whereof is acknowledged, we, **WESLEY BRIAN HODGINS and EMILY SCARPULLA HODGINS, husband and wife**, (hereinafter referred to as **GRANTORS**), do hereby, subject to the matters, limitations, and exceptions hereinafter described, GRANT, BARGAIN, SELL, AND CONVEY unto **GARTH W. WILSON AND JOAN K. WILSON, FOR AND DURING THEIR JOINT LIVES AS JOINT TENANTS AND UPON THE DEATH OF EITHER, THEN TO THE SIRVIVOR IN FEE SIMPLE**, (hereinafter referred to as **GRANTEE/S**), the following real property located in Shelby County, Alabama:

SEE ATTACHED EXHIBIT "A"

Together with all and singular the rights, members, privileges, tenements, hereditaments, easements, appurtenances, and improvements thereunto belonging or in anywise appertaining thereto.

TO HAVE AND TO HOLD the same unto said GRANTEE/S as set out hereinabove, its/their heirs, successors and assigns, forever.

THE CONVEYANCE OF SAID PROPERTY BY GRANTORS TO GRANTEE/S IS MADE SUBJECT TO:

1. Taxes for current and subsequent years.
2. Subject to easements, restrictions, covenants, agreements, and mineral exceptions, if any, of record.
3. Building setback line, drainage and utility line easements and notes or restrictions as shown on recorded plat of said subdivision.
4. Declaration of Covenants, Conditions and Restrictions as recorded in Instrument No. 20040728000419410.
5. Declaration of Easements and Master Protective Covenants as recorded in Instrument #1994-07111 and amended in Instrument #1996-17543 and Instrument #1999-31095.
6. Easement Agreement by and between Highland Lakes Properties, Ltd. (f/k/a Highland Pointe Properties, Ltd.) and Highland Lakes Development, Ltd. (f/k/a Highland Pointe Development, Ltd.) as recorded in Instrument #1993-15704.
7. Lake Easement Agreement as recorded in Instrument #1993-15705.
8. Reservation of oil, gas and minerals contained in instrument recorded in Instrument #1999-40620.
9. Cable Agreement set out in Instrument #1997-19422.
10. Terms, conditions, obligations, rules, regulations and by-laws of Highland Lakes Residential Association, Inc., as evidenced by the Articles of Incorporation recorded in Instrument No. 9402/3947, in the Office of the Judge of Probate of Jefferson County, Alabama.
11. Conditions, restrictions and limitations as set forth in that instrument recorded in Instrument #20040823000471380.

12. 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 property described herein, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records. No representation is made herein as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed. It is the intent of the Grantors to convey any such interest that they may own to the Grantee/s herein.

And we do for ourselves and for our heirs, executors, and administrators, warrant and covenant with the said GRANTEE/S, as well as with its/their heirs, successors and assigns, that we are lawfully seized of an indefeasible estate in fee simple of said premises; that we are in quiet and peaceable possession thereof; that they are free from all encumbrances, except the matters to which this conveyance has been specifically made subject; that we have a good right to sell and convey the same as aforesaid; and that we will, and my heirs, executors, and administrators SHALL WARRANT AND DEFEND THE SAME TO THE SAID GRANTEE/S, AND TO ITS/THEIR HEIRS, SUCCESSORS AND ASSIGNS, FOREVER, against the lawful claims of all persons.

IN WITNESS WHEREOF, GRANTORS have hereunto set their hands and seals this 1st day of March, 2019.

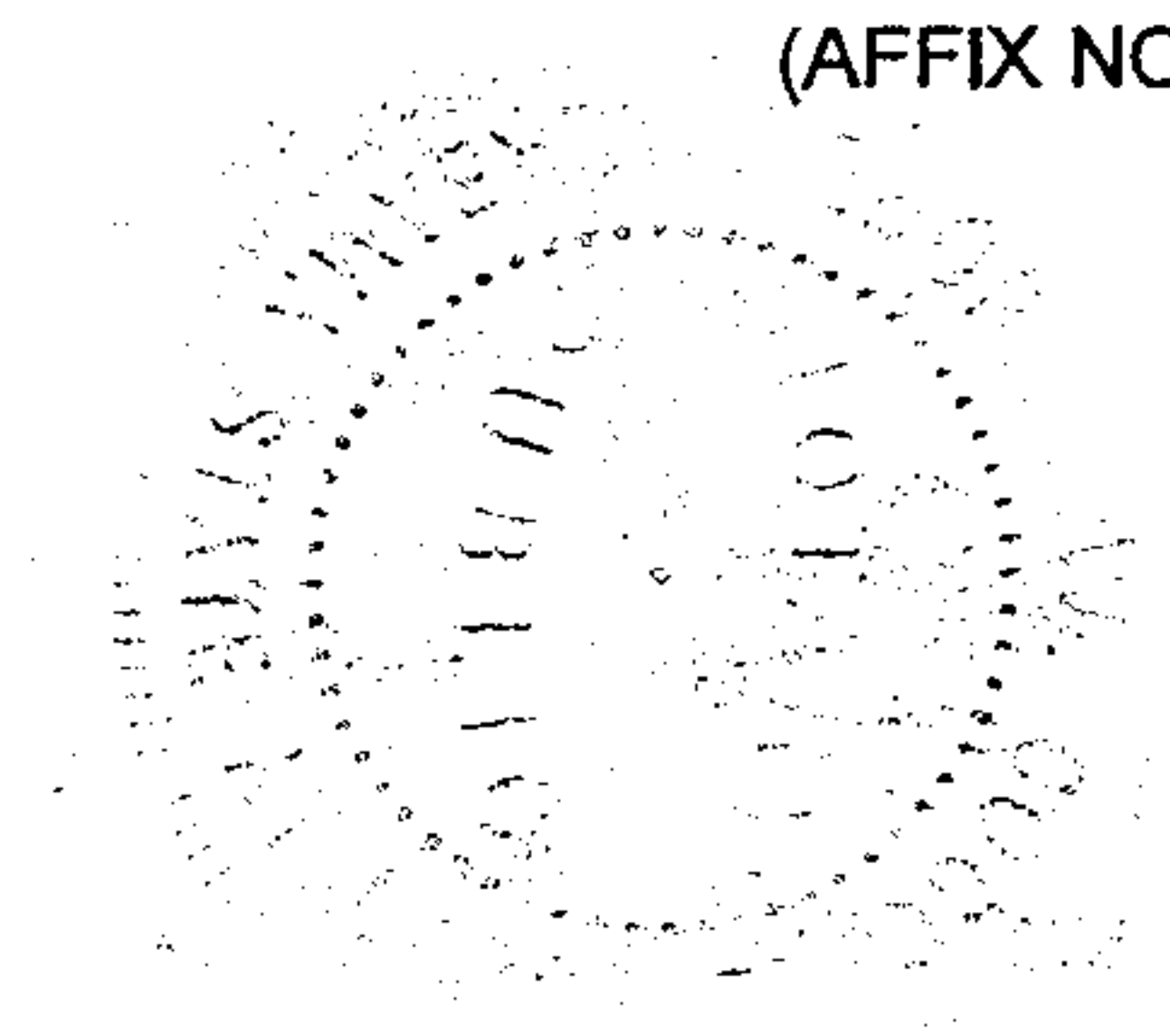

WESLEY BRIAN HODGINS


EMILY SCARPULLA HODGINS

STATE OF Alabama
COUNTY OF Shelby

I, the undersigned Notary Public, in and for said State, hereby certify that, **WESLEY BRIAN HODGINS, husband of Emily Scarpulla Hodgins**, 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 said conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day of March, 2019.
(AFFIX NOTARIAL SEAL)

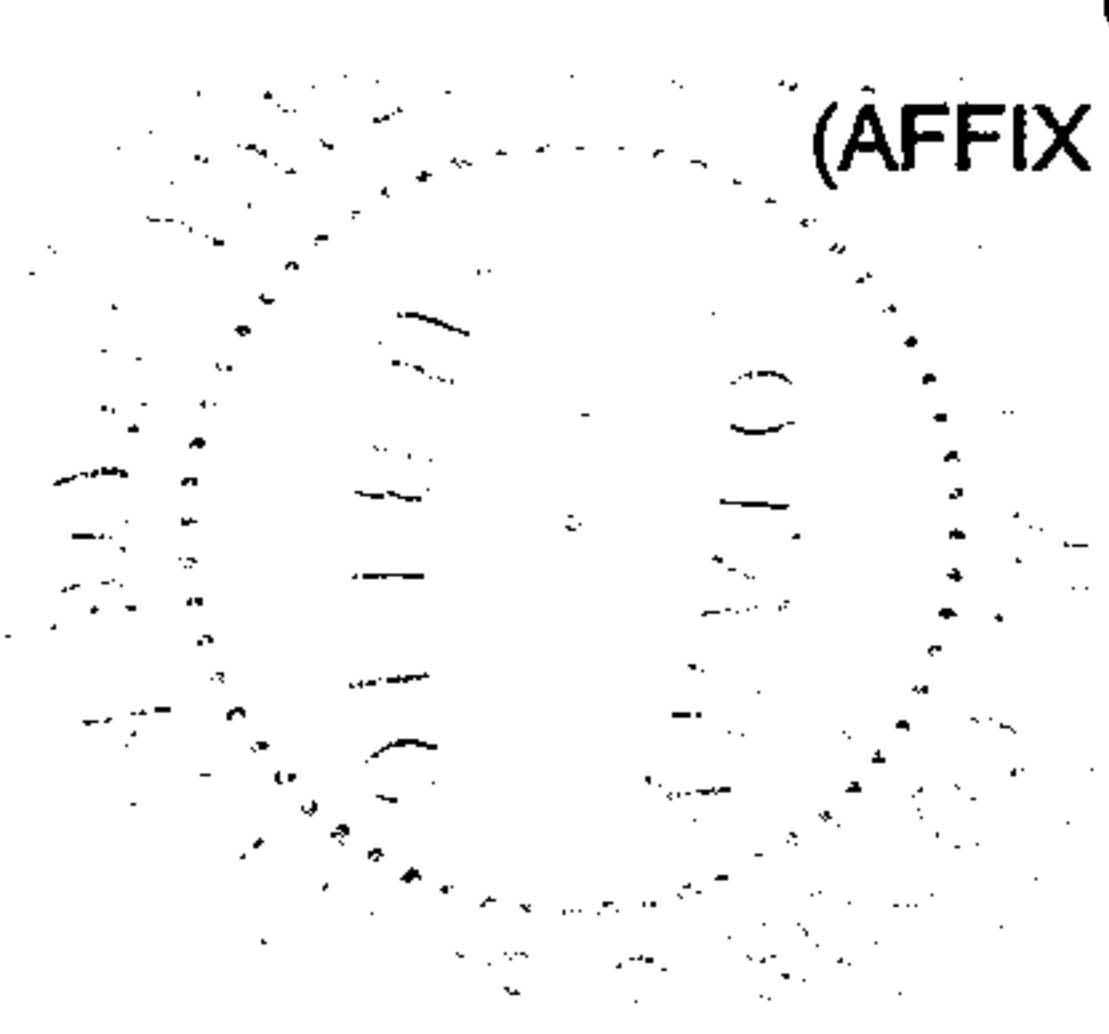


NOTARY PUBLIC
My Commission Expires: 4-30-22

STATE OF Alabama
COUNTY OF Shelby

I, the undersigned Notary Public, in and for said State, hereby certify that, **EMILY SCARPULLA HODGINS, wife of Wesley Brian Hodgins**, 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 said conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day of March, 2019.
(AFFIX NOTARIAL SEAL)



Dubora Hicks
NOTARY PUBLIC
My Commission Expires: 11-01-22

PROPERTY ADDRESS:
1058 Highland Park Place
Birmingham, AL 35242

GRANTEE'S ADDRESS:
1058 Highland Park Place
Birmingham AL 35242

GRANTOR'S ADDRESS:
1058 Highland park place
Birmingham al 35242

THIS DEED SHALL BE MADE EFFECTIVE ON: April 29, 2019

EXHIBIT "A"
LEGAL DESCRIPTION

File No.: 358411

Lot 2021, according to the Survey of Highland Lakes, 20th Sector, Phase II Amended, an Eddlemann Community, as recorded in Map Book 33, Page 104, in the Office of the Judge of Probate of Shelby County, Alabama, being situated in Shelby County, Alabama.

Together with a non-exclusive 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 in 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, 20th Sector, Phase II, recorded in Instrument No. 20040728000419410, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").

File No.: 358411

Page 1 of 1

Real Estate Sales Validation Form

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

Grantor's Name	Wesley Brian Hodgins Emily Scarpulla	Grantee's Name	Garth Wilson Joan Wilson
Mailing Address	1058 Highland Park Pl Birmingham, AL. 35242	Mailing Address	1058 Highland Park Place Birmingham, AL 35242
Property Address	1058 Highland Park Place Birmingham, AL 35242	Date of Sale	29th day of April, 2019
		Total Purchase Price	\$400,000.00
		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	☐ Appraisal
☒ 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 require

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	4-29-19	Print	Garth Wilson
☐ Unattested	(verified by)	Sign	Garth Wilson
			(Grantor/Grantee/owner/agent) circle one

Form RT-1



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/01/2019 11:03:45 AM
\$352.00 CHERRY
20190501000144090

Allen S. Beyl