

Send tax notice to:  
BENJAMIN G PARKS  
6029 ENGLISH VILLAGE LANE  
BIRMINGHAM, AL, 35242

This instrument prepared by:  
Charles D. Stewart, Jr.  
Attorney at Law  
4898 Valleydale Road, Suite A-2  
Birmingham, Alabama 35242

STATE OF ALABAMA

2019262

SHELBY COUNTY

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Three Hundred Eighty-Seven Thousand Five Hundred and 00/100 Dollars (\$387,500.00) **the amount which can be verified in the Sales Contract between the two parties** in hand paid to the undersigned, **MYRTIS ASHLEY, a married individual,** whose mailing address is: 211 Ashland Drive Birmingham AL 35242 (hereinafter referred to as "Grantor") by **BENJAMIN G PARKS and JANET PARKS** whose property address is: **6029 ENGLISH VILLAGE LANE, BIRMINGHAM , AL, 35242** hereinafter referred to as Grantees"), the receipt and sufficiency of which are hereby acknowledged, Grantor does, by these presents, grant, bargain, sell, and convey unto Grantees, as joint tenants with right of survivorship, the following described real estate situated in Shelby County, Alabama, to-wit:

**Lot 4-11, according to the Map and Survey of the Village at Highland Lakes Sector Four - English Village Neighborhood, as recorded in Map Book 44, Page 131, in the Office of the Judge of Probate of Shelby County, Alabama.**

**Together with nonexclusive easement to use the private roadways and Common Areas all as more particularly described in the Declaration of 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 Four, recorded as Instrument No. 20150430000142220, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").**

**This property is not the homestead of the Grantor, nor that of their spouse.**

SUBJECT TO:

1. Taxes for the year beginning October 1, 2018 which constitutes a lien but are not yet due and payable until October 1, 2019.
2. Easement(s), building line(s) and restriction(s) as shown on recorded map.
3. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages.
4. Restrictions appearing of record in Inst. No. 2006-33574; Inst. No. 2017-27828; Inst. No. 2006-18667; Inst. No. 2006-18665; Inst. No. 2006-1283; Inst. No. 2015-14222; Inst. No. 2015-44282; Inst. No. 2004-65928 and Inst. No. 2006-8928.

5. Articles of Incorporation of The Village at Highland Lakes Improvement District as recorded in Inst. No. 20051209000637840 and notice of Final Assessment of Real Property by The Village at Highland Lakes Improvement District as recorded in Inst. No. 20051213000644260.
6. Memorandum of Sewer Service Agreement regarding The Village at Highland Lakes in favor of Double Oak Water Reclamation, LLC as recorded in Inst. No. 20121107000427760.
7. Right-of-way granted to Alabama Power Company recorded in Inst. No. 20060630000314890; Inst. No. 20060630000315260 and Inst. No. 20060630000315270.
8. Grant of land easement and restrictive covenants in favor of Alabama Power Company as set forth in Inst. No. 20060828000422180 and Inst. No. 2008280004222190.

\$348,750.00 OF THE CONSIDERATION AS WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns forever.

The Grantor does for itself, its successors and assigns, covenant with the Grantee, its successors and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, except as shown above; that it has a good right to sell and convey the same as aforesaid; and that it will, and its successors and assigns shall, warrant and defend the same to the Grantees, their heirs, executors, administrators and assigns forever against the lawful claims of all persons.

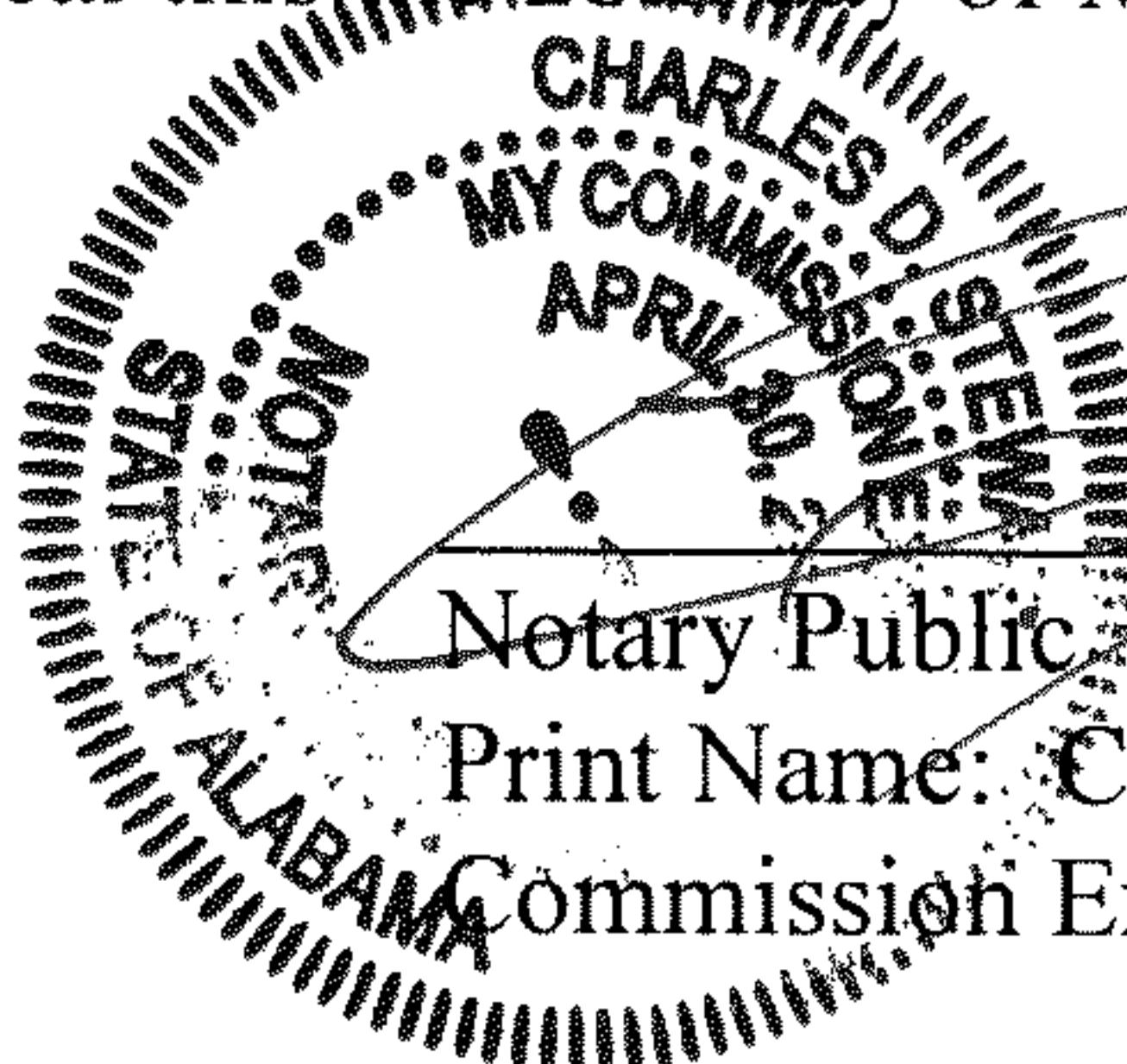
IN WITNESS WHEREOF, said Grantor, has hereunto set his/her hand and seal this the 28th day of May, 2019.

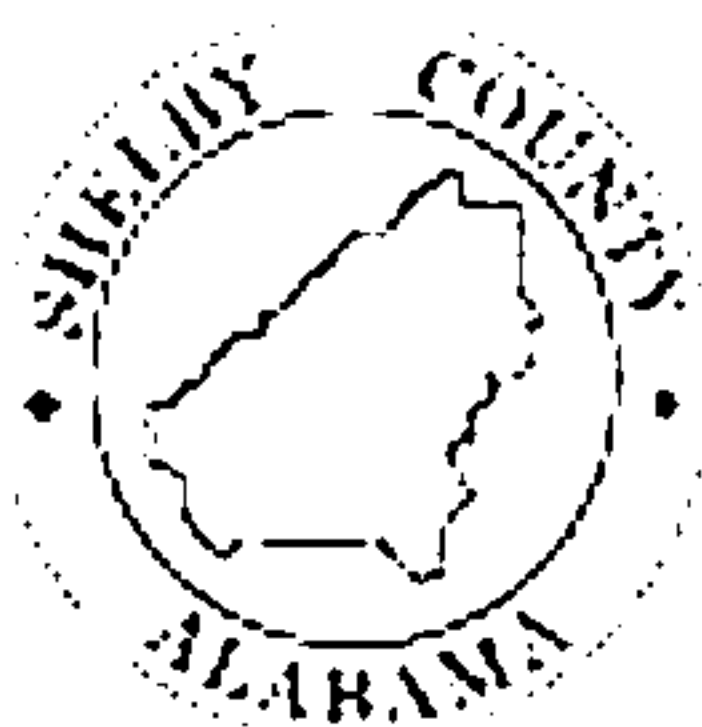
*Myrtis Ashley*  
 \_\_\_\_\_  
 MYRTIS ASHLEY

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that MYRTIS ASHLEY whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 28th day of May, 2019.

  
 Notary Public  
 Print Name: Charles D. Stewart, Jr.  
 Commission Expires: 4/30/20



Filed and Recorded  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 Shelby County, AL  
 05/30/2019 09:39:28 AM  
 \$57.00 CHARITY  
 20190530000185560

*Allie S. Beyl*