20200402000129520 04/02/2020 01:48:16 PM DEEDS 1/2

Send tax notice to:

THOMAS ELLINGTON CROCKER 2085 KNOLLWOOD PLACE 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
Shelby COUNTY

2020159

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Four Hundred Forty-Two Thousand and 00/100 Dollars (\$442,000.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, JAMES D STEEL and MARY JANE STEEL, husband and wife whose mailing address is: 894 GRIFFIN PARK CIR, BIRMINGHAM, AL 35242 (hereinafter referred to as "Grantors") by THOMAS ELLINGTON CROCKER whose property address is: 2085 KNOLLWOOD PLACE, 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, the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 1117, according to the Map of Highland Lakes, 11th Sector, an Eddleman Community, as recorded in Map Book 27, Page 84 A,B,C,D, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Together with nonexclusive 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, as recorded in Instrument #1994-07111 and amended in Instrument #1996-17543 and 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. 11th Sector, recorded as Instrument #2000-41316 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as "The Declaration").

SUBJECT TO:

- 1. Taxes for the year beginning October 1, 2019 which constitutes a lien but are not yet due and payable until October 1, 2020.
- 2. Easement(s), building line(s) and restriction(s) as shown on recorded map
- 3. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions recorded in Inst. No. 1994-07111, amended in Inst. No. 1996·17543; Inst. No.1999-31095 and Inst. No. 1999-43196, Shelby County, and with Articles of Incorporation of Highland Lakes Residential Association, Inc., in Birmingham Jefferson County Inst. No. 9402-3947.
- 4. Lake Easement Agreement executed by Highland Lakes Properties, Ltd. and highland Lakes Development Ltd., provided for easements, use by others, and maintenance of lake property described in Inst. No. 1993-15705.
- 5. Easement for ingress and egress to serve Highland Lakes Development executed by Highland Lakes Development. Ltd. to Highland Properties, Ltd., as recorded in Inst. No. 1993-15704.
- 6. Restrictions, covenants and conditions as recorded in Inst. No. 1999-31095 and Inst. No. 1999-31096.
- 7. Right-of-way to The Water Works and Sewer Board of the City of Birmingham as recorded in Inst. No. 1997-4027; Inst. No. 1996-2567/256 and Inst. No. 1995-34035.
- 8. Declaration of Covenants, Conditions and Restrictions for Highland Lakes, 11th Sector, as recorded in Inst. No. 2000-41316
- 9. Right of way to Shelby County as recorded in Book 196, Page 246

- Right-of-way granted to Alabama Power Company 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; Real Volume 31. Page 355 and Inst No. 1994-1186.
- 11. Declaration of Easement by Highland Lakes Development, Ltd., and Highland Lakes Residential Association, Inc., as recorded in Inst No. 1995-18135 Restrictions, terms, easements, and right-of-ways as set out in Deed from Highland Lakes Development, Ltd., In Inst. No. 2000-45518.
- 13. 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

\$353,600.00 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 31 day of March, 2020.

JAMES D STEEL

STATE OF ALABAMA COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JAMES D STEEL and MARY JANE STEEL whose name(s) is/are signed to the foregoing instrument, and who is/are 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

Notary Public

Print Name:
Commission Evnivos: Commission Expires:

Filed and Recorded Official Public Records Judge of Probate, Shelby County Alabama, County Clerk Shelby County, AL 04/02/2020 01:48:16 PM \$113.50 **JESSICA**

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