

Send tax notice to:
ROBERT GOMPERTS
1088 DUNNAVANT 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

2020200

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Three Hundred Sixty-Eight Thousand Five Hundred and 00/100 Dollars (\$368,500.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, **LINDA W LOWE and JOHN B LOWE, WIFE AND HUSBAND** whose mailing address is: 351 Signal Valley Trl Chelsea AL 35043 (hereinafter referred to as "Grantors") by **ROBERT GOMPERTS and GEORGE A GOMPERTS** whose property address is: **1088 DUNNAVANT 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, as joint tenants with right of survivorship, the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 2534, according to the Survey of Highland Lakes, 25th Sector, Phase 2, an Eddleman Community, as recorded in Map Book 36, Page 41, in the Probate Office of Shelby County, Alabama; being situated in 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 Inst #1994-07111 and amended in Inst #1996-17543, and further amended in Inst #1999-31095, in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 25th Sector, Phase II, recorded in Inst No 20051229000667940, 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. Public utility easement as shown by recorded plat, including any tree bufferline as shown on recorded plat.
3. 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; all of said covenants, restrictions and conditions being set out in instrument recorded as Instrument No. 1994-07111 and amended in Instrument No. 1996-17543 and Instrument No. 1999-31095, along with Articles of Incorporation of Highland Lakes Residential Association, Inc. as recorded in Instrument No. 9402/3947, in the Office of the Judge of Probate of Jefferson County, Alabama.
4. Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 25th Sector, Phase I, to be recorded in said Probate Office.
5. Subdivision restrictions, limitations and conditions as set out in Map Book 35, Page 3, in said Probate Office.
6. Title to all oil, gas and 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 Book 28, Page 237; Instrument No. 1998-7776; Instrument No. 1998-7777 and Instrument No. 1998-7778, in the Probate Office of Shelby County, Alabama.
7. 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; (b) Rear setback: 35 feet; (c) Side setback: 15 feet.
8. Right of way to Birmingham Water and Sewer Board as recorded in Instrument No. 1997-4027 and Instrument No. 1996-25667, in the Office of the Judge of Probate of Shelby County, Alabama.

9. Right of way and agreement with Alabama Power Company as to covenants pertaining thereto, to be recorded in said Probate Office.
10. Shelby Cable Agreement as set out in instrument No. 1997-33476 in said Probate Office.
11. Lake easement agreement executed by Highland Lakes Properties, Ltd. and Highland Lakes Development, Ltd., providing for easements, use by others, and maintenance of Lake property as shown by instrument recorded in Instrument No. 1993-15705.
12. Easement(s) for ingress and egress to serve Highland Lakes Development executed by Highland Lakes Development, Ltd., to Highland Lakes Properties, Ltd., recorded as Instrument No. 1993-15704 in said Probate Office.
13. Release of damages as recorded in Instrument No. 20050505000214850, as recorded in the Probate Office of Shelby County, Alabama.
14. Restrictions, limitations and conditions as set out in Map Book 35, Page 3, in said Probate Office.
15. Covenants releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by instruments recorded in Map Book 35, Page 3 in Probate Office; ~~the policy will insure that any violation of this covenant will not result in a forfeiture or reversion of title.~~
16. 20 foot Birmingham Water Works and Sewer Board easement thru lot as per plat.
17. 10 foot easement along West lot line as per plat.
18. Flood Zone A along rear lot line as per plat.

\$218,500.00 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.

31st IN WITNESS WHEREOF, said Grantor, has hereunto set his/her hand and seal this the day of March, 2020.

Linda W Lowe
LINDA W LOWE

John B Lowe
JOHN B LOWE

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that LINDA W LOWE and JOHN B LOWE 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 31st day of March, 2020.

[Signature]
Notary Public
Print Name: *Charles J. Stewart*
Commission Expires:



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
04/03/2020 03:32:19 PM
\$175.00 CHARITY
20200403000131730

Allen S. Bayl