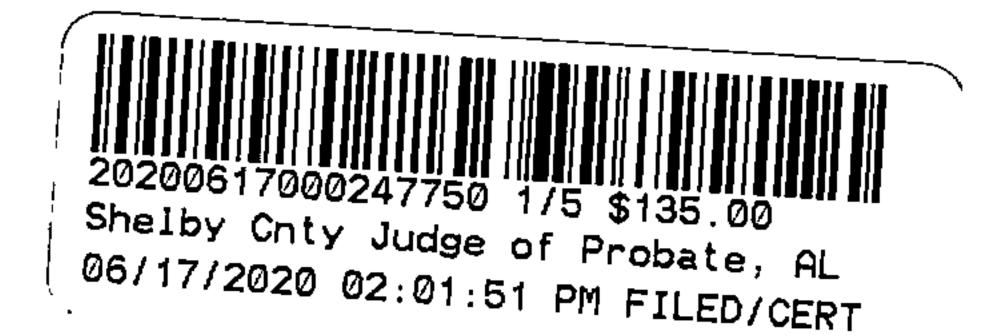
This instrument was prepared by: Clayton T. Sweeney, Esquire 2700 Highway 280 East Suite 160 Birmingham, Alabama 35223

Send Tax Notice to: Stephen A. Nadeau and Lee Alison Nadeau 136 Highland Park Drive Birmingham, Alabama 35242

STATE OF ALABAMA)
COUNTY OF SHELBY)



STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Five Hundred Two Thousand Nine Hundred and No/100 Dollars (\$502,900.00) to the undersigned grantor, EDDLEMAN RESIDENTIAL, LLC, an Alabama limited liability company, (herein referred to as "Grantor"), in hand paid by Grantees named herein, the receipt of which is hereby acknowledged, the said EDDLEMAN RESIDENTIAL, LLC, an Alabama limited liability company, does by these presents, grant, bargain, sell and convey unto Stephen A. Nadeau and Lee Alison Nadeau, for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion (hereinafter referred to as "Grantee", whether one or more), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 1501, according to the Map of Highland Lakes, 15th Sector, an Eddleman Community, as recorded in Map Book 23, page 133, 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 in the Probate Office of Shelby County, Alabama and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 15th Sector, recorded as Instrument #1998-12384 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

Mineral and mining rights excepted.

\$402,320.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

This instrument is executed as required by the Articles of Organization and Operational Agreement of said limited liability company and same have not been modified or amended.

The above property is conveyed subject to:

- (1) Ad Valorem taxes due and payable October 1, 2020, and all subsequent years thereafter, including any "roll-back taxes."
- (2) Public utility easements 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 #1994-07111, along with Articles of Incorporation of Highland Lakes Residential Association, Inc. as recorded as Instrument 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, Fifteenth Sector, as recorded as Instrument # 1998-12384, in said Probate Office.
- (5) Subdivision restrictions shown on recorded plat in Map Book 23, Page 133, provide for construction of single family residence only.
- (6) 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 Deed Book 81, Page 417, in said Probate Office.
- (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) Front setback: 35 feet, or as per plot plan which must be approved by the ARC;

(b) Rear setback: 35 feet

(c) Side setback: 8 feet

- (8) Right of Way 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, Real Volume 31, page 355 and Instrument 1994-1186 in said Probate Office.
- (9) Right(s) of Way(s) granted to Shelby County, Alabama, by instrument(s) recorded in Book 196, page 246 in said Probate Office.
- (10) 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 in the Probate Office of Shelby County, Alabama.
- (11) Building lines, mineral and mining rights and rights incident thereto, release of damages, agreements, conditions, restrictions and covenant for storm water runoff control recorded in Instrument 1998-13205, in the Probate Office of Shelby County, Alabama.
- (12) Reservations, conditions, release of damages, restrictions and covenant for storm water runoff control, recorded in Instrument 200307280000570120, in the Probate Office of Shelby County, Alabama.

This conveyance is made with the express reservation and condition that by acceptance of this deed, the Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permitees, licensees and lessees, hereby release and forever discharge Grantor and the Village at Highland Lakes, Inc., Village at Highland Lakes, Ltd., Eddleman Properties, Inc., Eddleman Realty, LLC, Eddleman Residential, LLC and Regent Park Homes, LLC (herein collectively referred to as the Village at Highland Lakes entities) their successors and assigns, from any and all liability, claims and causes of action whether arising at law (by contract or in tort) or in equity with respect to damage or destruction of property and injury to or death of any person located in, on, or under the surface of or over lands herein conveyed, as the case may be, which are caused by, or arise as a result of, past or future soil, subsoil or other conditions (including without limitation, sinkholes, underground mines, and limestone formations) under or on the Property, whether contiguous or non-contiguous. Further, the Grantee, its successors and assigns hereby acknowledges that Grantor shall not be liable for and no action asserted against Grantor in connection with any drainage easements, ditches or pipes or drainage problems associated therewith and that Grantee has inspected the same and accepts the property along with all drainage easements, ditches or pipes or drainage problems in its present "AS IS" condition. Grantee acknowledges that it has made its own independent inspections and investigations of the hereinabove described land and is purchasing the Property in reliance upon such inspections and investigations thereof. For purposes of this paragraph the term Grantor and Village at Highland Lakes entities shall mean and refer to (i) the officers, directors, agents and employees of Grantor and the Village at Highland Lakes entities as defined herein above and any successors or assigns hereof. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through Grantee.

TO HAVE AND TO HOLD, the property above described together with all and singular the rights, privileges, tenements, appurtenances, and improvement unto the said Grantees, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor, forever.

20200617000247750 2/5 \$135.00 Shelby Cnty Judge of Probate, AL 06/17/2020 02:01:51 PM FILED/CERT IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized managing member this 12th day of June, 2020.

GRANTOR:

EDDLEMAN RESIDENTIAL, LLC an Alabama limited liability company

Douglas D. Eddieman, Its: President and CEO

The Village at Highland Lakes – 15th Sector Lot 1501 – Stephen A. Nadeau

Lee Alison Nadeau

My Comm. Expires

June 2, 2023

STATE OF ALABAMA COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as President and CEO of Eddleman Residential, LLC, an Alabama limited liability company, is signed to the foregoing Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, he, as such President and CEO, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal of office this the 12th day of June, 2020.

NO FARY PUBLIC

My Commission Expires: 06/02/2023

20200617000247750 3/5 \$135.00 Shelby Cnty Judge of Probate, AL 06/17/2020 02:01:51 PM FILED/CERT The Grantees execute this deed only to acknowledge and accept all covenants and restrictions contained hereinabove and Grantees, their successors and assigns, agree and understand that the property conveyed herein is subject to the foregoing covenants and restrictions.

Stephén A. Nadeau

Lee Alison Nadeau

STATE OF ALABAMA COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Stephen A. Nadeau and Lee Alison Nadeau, 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 for and as their act on the day the same bears date.

Given under my hand and official seal this 12th day of June, 2020.

My Comm. Expires June 2, 2023 NOTARY PUBLIC

My Commission Expires: 06/02/2023

20200617000247750 4/5 \$135.00 Shelby Cnty Judge of Probate, AL

06/17/2020 02:01:51 PM FILED/CERT

Real Estate Sales Validation Form

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

| Grantor's Name | Eddleman Residential, LLC | Grantee's Name | Stephen A. Nadeau and Lee Alison Nadeau |
|--|--|---|--|
| | 2700 Hwy. 280, Ste. 425 | | 136 Highland Park Drive |
| Mailing Address | Birmingham, AL 35223 | Mailing Address | Birmingham, AL 35242 |
| • | 136 Highland Park Drive | | |
| Property Address | Birmingham, AL 35242 | Date of Sale | <u>June 12, 2020</u> |
| | | Total Purchase Price | \$ 502,900.00 |
| | • | or | |
| Shelby County, AL State of Alabama Deed Tax:\$101.00 | 06/17/2020 | Actual Value | \$ |
| | | or | |
| | | Assessor's Market Value | \$ |
| | | | 4 |
| • | r actual value claimed on this form of dation of documentary evidence is n | can be verified in the following document of required) | |
| ☐ Bill of Sale | | ☐ Appraisal | |
| Sales ContractClosing Statemen | . · • | ☐ Other | relby Cnty Judge of Probate, AL |
| | | | 7/17/2020 02:01:51 PM FILED/CERT |
| If the conveyance doos is not required. | cument presented for recordation co | ntains all of the required information ref | erenced above, the filing of this form |
| | | Instructions | · |
| Grantor's name and mailing address. | mailing address - provide the nan | ne of the person or persons conveying | interest to property and their current |
| Grantee's name and | mailing address - provide the name | of the person or persons to whom interes | est to property is being conveyed. |
| Property address - the property was conveyed | | being conveyed, if available. Date of S | Sale - the date on which interest to the |
| Total purchase price offered for record. | - the total amount paid for the purch | nase of the property, both real and pers | onal, being conveyed by the instrument |
| | · · · · · · · · · · · · · · · · · · · | alue of the property, both real and personal conducted by a licensed appraiser or | onal, being conveyed by the instrument the assessor's current market value. |
| the property as deter | | with the responsibility of valuing propert | lue, excluding current use valuation, of y for property tax purposes will be used |
| • | • | | true and accurate. I further understand ed in <u>Code of Alabama 1975</u> § 40-22-1 |
| | | Eddleman Residential, I | LC |
| Date | | Print by Douglas D. Eddlema | an, President and CEO |
| | | | |
| Unattested | | SignSign | Landelland |
| | (verified by) | (Grantor/Grantee/C | wner/Agent) circle one |