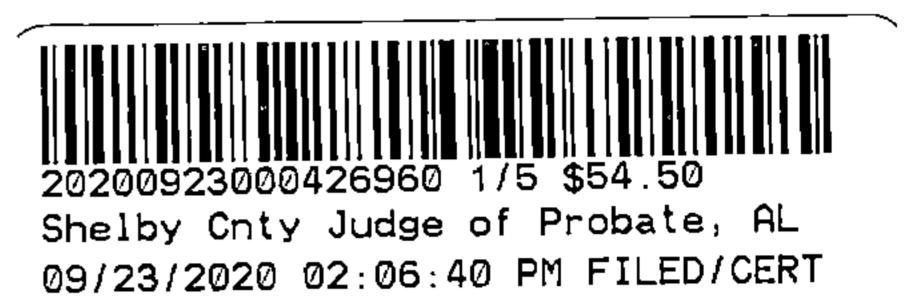
This instrument was prepared by: Clayton T. Sweeney, Attorney 2700 Highway 280 East, Suite 160 Birmingham, AL 35223 Send Tax Notice to: Shane Thomas White Sharon Kay White 1056 Norman Drive Birmingham, AL 35242

STATE OF ALABAMA COUNTY OF SHELBY



## STATUTORY JOINT SURVIVORSHIP DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Four Hundred One Thousand Three Hundred Sixty Five and 75/100 Dollars (\$401,365.75) 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 Shane Thomas White and Sharon Kay White, 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 514, according to the Map and Survey of the Village at Highland Lakes, Phase Four – Fifth Sector, English Village Neighborhood, as recorded in Map Book 50, Page 91, in the Probate Office of Shelby County, Alabama.

Together with non-exclusive easement to use the private roadways, common areas all as more particularly described in the 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 and Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for the Village at Highland Lakes, a Residential Subdivision, Sector 4, as recorded in Instrument No. 20151230000442820, and Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for the Village at Highland Lakes, a Residential Subdivision, Phase 4, 5th Sector, as recorded in Instrument 20190619000218780 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.

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.

\$381,297.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

The above property is conveyed subject to:

- (1) Ad Valorem taxes due and payable October 1, 2020 and all subsequent years thereafter, including any "roli-back taxes."
- (2) Public utility easements as shown by recorded plat, including any storm or sewer easements as shown on recorded plat.
- (3) Transmission line permit(s) to Alabama Power Company as recorded in Deed Book 247, Page 905; Deed Book 139, Page 569; and Deed Book 134, Page 411, in said Probate Office.
- (4) Right of way granted to Shelby County as set forth in Deed Book 196, Pages 237, 248 and 254; in said Probate Office.
- (5) Declaration of Restrictive Covenants pursuant to Clean Water Act and Rivers and Harbors Act under Federal Law as recorded in instrument 20041202000659280 and Instrument 20070601000256340, in the Probate Office of Shelby County, Alabama.

- (6) Ingress and egress easements as recorded in Real Book 321, Page 812, in said Probate Office.
- (7) Right of way for roadway as set forth in Shelby Real 103, Page 844 and Map Book 3, Page 148, in the Office of the Judge of Probate of Shelby County, Alabama.
- (8) Articles of Incorporation of Highland Village Residential Association as recorded in Instrument 20060314000120830, in the Office of the Judge of Probate of Shelby County, Alabama and rerecorded in Instrument LR200605 Page 6696 in the Office of the Judge of Probate of Jefferson County, Alabama.
- (9) Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, Sector Four, as recorded as Instrument 20150430000142220, and Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, Sector Four, as recorded in Instrument 20151230000442820, and Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for the Village at Highland Lakes, a Residential Subdivision, Phase 4, 5th Sector, as recorded in Instrument 20190619000218780, in said Probate Office.
- (10) Articles of Incorporation of the Village at Highland Lakes Improvement District recorded as Instrument 20051209000637840, in the Probate Office of Shelby County, Alabama.
- (11) Subdivision restrictions, limitations and conditions as set out in Map Book 50, Page 91, in said Probate Office.
- (12) Title to all 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 Deed Book 81, Page 417, in said Probate Office.
- (13) 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;

    Shelby Cnty Judge of Probate, AL

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- (14) Articles of Incorporation of The Village at Highland Lakes Improvement District as recorded in Instrument # 20051209000637840 and Notice of Final Assessment of Real Property by The Village at Highland Lakes Improvement District as recorded in Instrument No. 20051213000644260.
- (15) Memorandum of Sewer Service Agreement regarding The Village at Highland Lakes in favor or Double Oak Water Reclamation, LLC as recorded in Instrument No. 20121107000427760.
- (16)Right of Way granted to Alabama Power Company as set forth in Instrument No. 20060630000314890; No.20060630000315260 Instrument Instrument No. and 20060630000315270, Instrument No.20080401000130220 and Instrument No. 20140718000220540, in said Probate Office.
- (17) Grant of land easement and restrictive covenants in favor or Alabama Power Company recorded in Instrument No. 20180222000057220, in said Probate Office.
- (18) Reservations, conditions, and release of damages as recorded in Instrument No. 20061229000634380, in the Probate Office of Shelby County, Alabama.
- (19) Restrictions, covenants, conditions, limitations, reservations, mineral and mining rights and release of damages as recorded in Instrument No. 20170609000202370, 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 noncontiguous. 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.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized

representative this 3/st day of August, 2020.

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**GRANTOR:** 

EDDLEMAN RESIDENTIAL, LLC an Alabama limited liability company

Douglas D. Eddleman

Its: President and CEO

The Village at Highland Lakes - Phase Four – 5<sup>th</sup> Sector - English Village Lot 514, Shane Thomas White and Sharon Kay White

## 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 11th day of September, 2020.

My Sommission Expires 06/02/2023

June 2, 2023

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.

Shane Thomas White

## STATE OF ALABAMA COUNTY OF JEFFERSON

Shelby Cnty Judge of Probate, AL 09/23/2020 02:06:40 PM FILED/CERT

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Shane Thomas White and Sharon Kay White, 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 on the day the same bears date.

Given under my hand and official seal this 11th day of September, 2020

**NOTARY PUBLIC** My Commission Expires: Q6)

June 2, 2023

: My Comm. Expires:

## 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	Share Thomas White and
	0700 Lback 000 Ota 400	•	Sharon Kay White
Mailing Address	2700 Hwy. 280, Ste. 425	Mailing Address	1056 Norman Drive
Walling Addices	Birmingham, AL 35223	Mailing Address	Birmingham, AL 35242
	1056 Norman Drive		
Property Address	Birmingham, AL 35242	Date of Sale	September 11, 2020
i Toporty Addices	Diffilligham, AL 33242	Date of Sale	September 11, 2020
		Total Purchase Price	\$ 4001 365 75
			Ψ 4001,303,73
		or	<del></del>
Shelby County,	AL 09/23/2020	Actual Value	\$
State of Alaba	ma ,	Or	
Deed Tax:\$20.5		Assessor's Market Value	\$
		Deed	200923000426960 5/5 \$54.50 elby Cnty Judge of Probate, AL /23/2020 02:06:40 PM FILED/CERT erenced above, the filing of this form
is not required.		•	
<del></del>	'	Instructions	
mailing address.			interest to property and their current
Grantee's name and	mailing address - provide the name of	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 purcha	ase of the property, both real and pers	onal, being conveyed by the instrument
		lue of the property, both real and personducted by a licensed appraiser or	onal, being conveyed by the instrument the assessor's current market value.
the property as deter		ith the responsibility of valuing property	lue, excluding current use valuation, of y for property tax purposes will be used
			true and accurate. I further understand ed in Code of Alabama 1975 § 40-22-1
Date		Eddleman Residential, L By: Douglas D. Eddleman, F Print	
Unattested		Sign	1 Million
	(verified by)	(Grantor/ FranteelD)	wner/Agent) circle one