

Send tax notice to:
MICHAEL ARRINGTON
2006 WATERMILL 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

2020834

Shelby COUNTY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Seven Hundred Sixty-Nine Thousand Nine Hundred and 00/100 Dollars (\$769,900.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, **JONATHAN A SPANN and SHELLEY D.S. SPANN, husband and wife** whose mailing address is: 121 Elgton Drive Birmingham AL 35242 (hereinafter referred to as "Grantors") by **MICHAEL ARRINGTON** whose property address is: **2006 WATERMILL 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, the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 335, according to the Survey of Highland Lakes, 3rd Sector, Phase V, an Eddleman Community, as recorded in Map Book 24, page 60, 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 amended in Instrument 1996-17543; and Declaration of Covenants, Conditions, and Restrictions as recorded in Instrument 1998-29633 and re-recorded in Instrument 1998-31695; Supplementary Declaration and Amendment as recorded in Instrument 20151230000442880, 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. Such state of facts as shown on record subdivision plat recorded in Map Book 24, page 60, Shelby County Records.
3. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under subject property.
4. Any invalidity, unenforceability, lack of priority, defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the Probate Office of Shelby County, Alabama, including, but not limited to, (i) an inability to search the Public Records after the Commitment Effective Date shown on Schedule A herein, or (ii) any delay in recordation of the documents


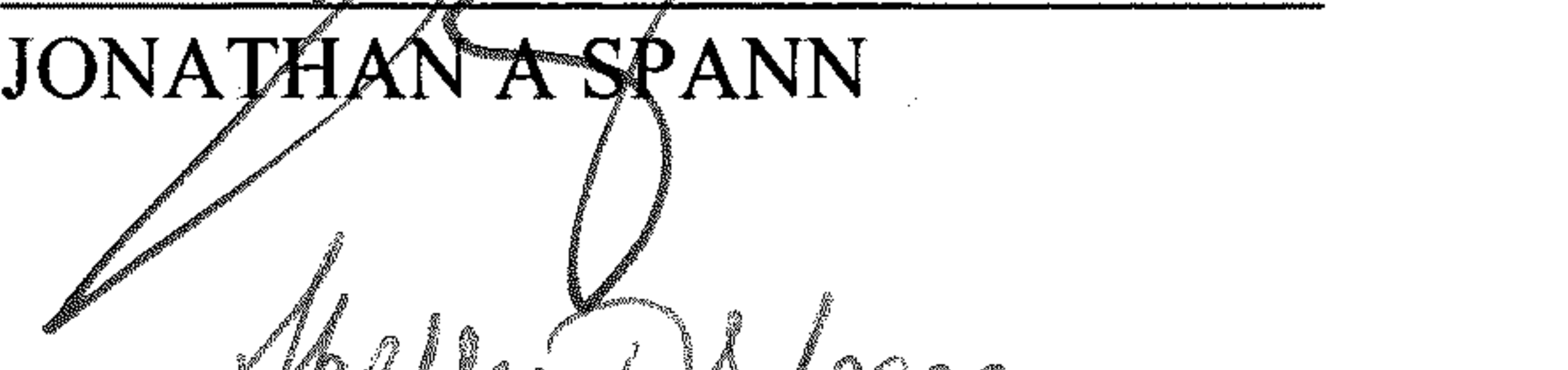
- to be insured herein in the Public Records, or (iii) any claim based on an assertion that the recording of the insured documents failed to be timely.
5. Building line(s) as shown by recorded map.
 6. Easement(s) as shown by recorded Map.
 7. Restrictions as shown by recorded map. 14. The rights of upstream and downstream riparian owners with respect to any body of water which may lie adjacent to, and/or traversing through, subject property.
 8. 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; amended in Instrument 1996-17543; amended in Instrument 1999-31095, Supplementary Declaration filed for record Instrument 1998-29633 and re-recorded in Instrument 1998-31695; Supplementary Declaration and Amendment recorded in Instrument 20151230000442880 in the Probate Office of Shelby County, Alabama.
 9. Articles of Incorporation of Highland Lakes Residential Association, Inc. as recorded as Instrument 9402/3947 in the Probate Office of Jefferson County, Alabama.
 10. Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 1st Sector, as recorded as Instrument 1994-07112; Supplementary Declaration and Amendment as recorded in Instrument 20151230000442930, in the Probate Office of Shelby County, Alabama.
 11. 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 Instrument Book 28, page 237, in the Probate Office of Shelby County, Alabama.
 12. Lake Easement Agreement executed by Highland Lake Properties, Ltd. and Highland Lake Development Ltd. providing for easements, use by others and maintenance of Lake Property described within Instrument 1993-15705, in the Probate Office of Shelby County, Alabama.
 13. Easement for ingress and egress to serve Highland Lakes Development executed by Highland Lakes Development Ltd. to Highland Lakes Properties, Ltd. recorded in Instrument 1993-15704 in the Probate Office of Shelby County, Alabama.
 14. Right of Way granted to Alabama Power Company by instrument recorded in Book 109, page 70; Book 111, page 408; Book 133, page 210; Book 133, page 212; Book 134, page 408; Book 149, page 380; Book 173, page 364; Book 276, page 670 and Real 31, page 355, in the Probate Office of Shelby County, Alabama.
 15. Easement to Water Works Board of the City of Birmingham recorded in Instrument 1995-34035 and Instrument 1997-4027, in the Probate Office of Shelby County, Alabama.
 16. Right of way to Shelby County, recorded in Book 95, page 903 and Book 196, page 246, in the Probate Office of Shelby County, Alabama.
 17. Agreement with Alabama Power Company as to covenants pertaining thereto, recorded in Instrument 1994-1186, in the Probate Office of Shelby County, Alabama.
 18. Right of Way to Birmingham Waters Works and Sewer Board as recorded in Instrument 1995/34035 and Instrument 1997-4027 in the Probate Office of Shelby County, Alabama.
 19. Restrictions, Covenants, Conditions, Reservations, Easements, Release of Damages, and Mineral and mining rights and rights incident thereto recorded in Instrument 1998-50939, in the Probate Office of Shelby County, Alabama.

\$369,900.00 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.

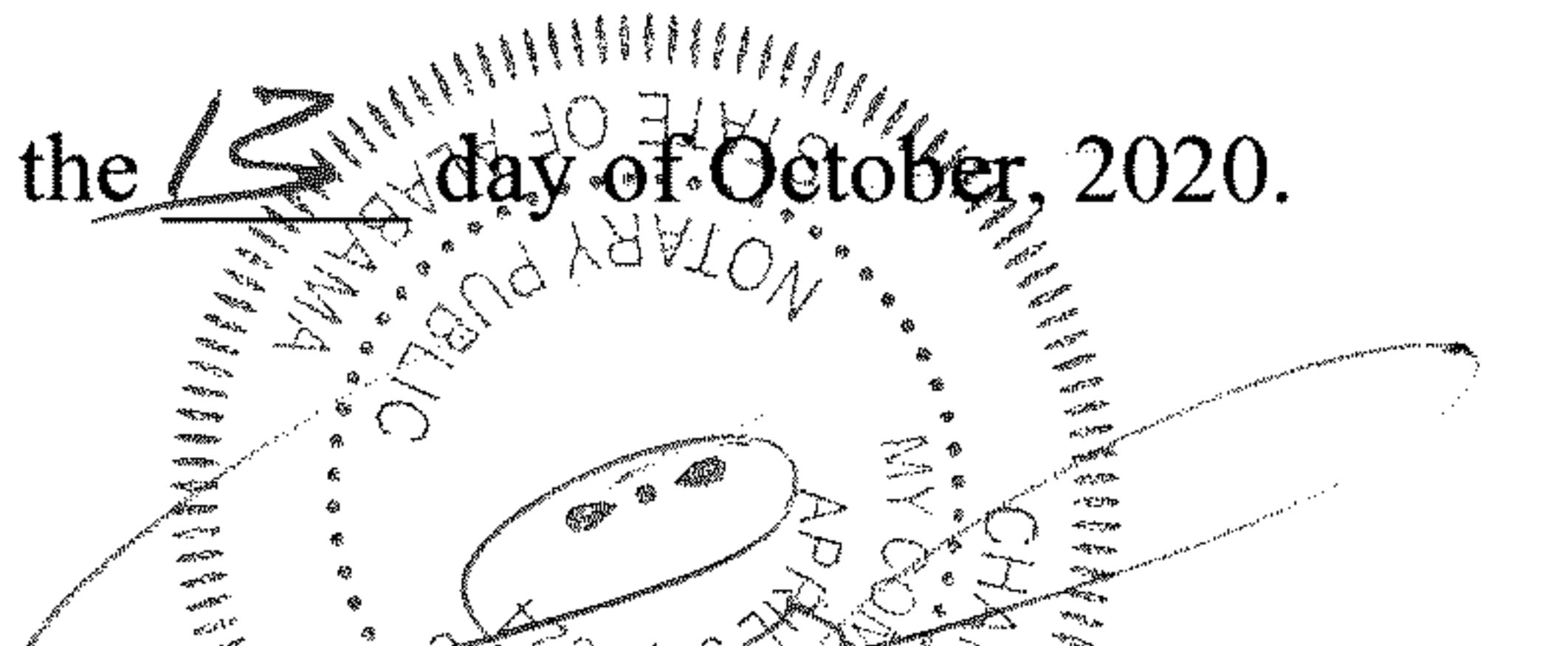
IN WITNESS WHEREOF, said Grantor, has hereunto set his/her hand and seal this the 13 day of October, 2020.


JONATHAN A SPANN

SHELLEY D.S. SPANN

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JONATHAN A SPANN and SHELLEY D.S. SPANN 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 13 day of October, 2020.


Notary Public
Print Name:
Commission Expires:
4-15-25



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/05/2020 03:16:51 PM
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Allen S. Bayl