

Send tax notice to:
MICHAEL I FISH
101 BRISSTOL 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
Shelby COUNTY

2021181

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Five Hundred Eighty-Six Thousand and 00/100 Dollars (\$586,000.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, **PHILLIPS C BENSINGER and JILL BENSINGER, HUSBAND AND WIFE** whose mailing address is: **76 HAWTHORN STREET, BIRMINGHAM, AL 35242** (hereinafter referred to as "Grantors") by **MICHAEL I FISH AND NATALIE I FISH** whose property address is: **101 BRISSTOL 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, as joint tenants with right of survivorship, the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 738, according to the Map of Highland Lakes, 7th Sector, an Eddleman Community, as recorded in Map Book 20, Page 58 A, B and C, 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 Easement and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument No. 1994-07111 and amended in Instrument No. 1996-17543 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 7th Sector, recorded as Instrument No. 1995-28389 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration ").

**Phillips C. Bensinger is one and the same person as Phillips Cole Bensinger.
Jill Bensinger is one and the same person as Jill G. Bensinger.**

SUBJECT TO:

1. Taxes for the year beginning October 1, 2020 which constitutes a lien but are not yet due and payable until October 1, 2021.
2. Such state of facts as shown on plat of Highland Lakes 7th Sector as recorded in Map Book 20, Page 58 A, B & C, in the Probate Office of Shelby County, Alabama.
3. Building lines, right of ways, easements, restrictions, reservations and conditions as recorded, if any.
4. Restrictions, covenants and conditions as set out in Instrument No. 1994-13479, Instrument No. 1994-7111; Instrument No. 1994-31018; Instrument No. 1995-22470; Instrument No. 1995-15358; Instrument No. 1995-25621; Instrument No. 1995-22839; and Instrument No. 1995-28389 along with the Articles of Incorporation of Highland Lakes Residential Association, Inc., as recorded in Instrument No. 9402/3947 in the Probate Office of the Judge of Jefferson County, Alabama.
5. 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 described within Instrument No. 1993-015705.
6. Easement for ingress and egress to serve Highland Lakes Development executed by Highlands Lakes Development, Ltd. to Highland Lakes Properties, Ltd. recorded as Instrument No. 1993-15704.
7. Riparian and other rights created by the fact that subject property lies adjacent to Highland Lake.
8. Right of way to Alabama Power Company as 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
9. 21 O and 212; Real Volume 31, Page 355 and Instrument No. 1994-1186, in the Office of the Judge of Probate of Shelby County, Alabama.
10. 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, in the Probate Office of Shelby County, Alabama.
11. Right of way to Shelby County as recorded in Book 196, Page 246, in the Office of the Judge of Probate of Shelby County, Alabama.
 12. Subdivision restrictions shown on recorded plat in Map Book 20, Page 58 A, Band C, provide for construction of single family residences only.
 13. Agreement with Alabama Power Company as to covenants relating thereto, as recorded in Instrument No. 1994-1186.
 14. Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, Seventh Sector, as recorded in Instrument No. 1995-28389.
 15. Public utility easement as shown by recorded plat, including any tree bufferline as shown by recorded plat.
 16. Building setback line as shown by recorded plat on front of subject property.
 17. Provisions, conditions and limitations in deed as recorded in Instrument No. 1998-14616.
 18. Release of damages as recorded in Instrument No. 1995-30177, Instrument No. 1996-03295 and Instrument No. 1997-4918, as recorded in the Probate Office of Shelby County, Alabama.
 19. Owner of "Park Lots" are required to comply with special landscaping requirements as set for in Articles of Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 7th Sector as recorded in Instrument No. 1995-28389.
 20. Declaration of easements and Master Protective Covenants by Highland Lakes recorded as Instrument No. 1994-7111 and amended by Instrument No. 1996-17543.
 21. Declaration of easement by Highland Lakes Development, Ltd. and Highland Lakes Residential Association, Inc., recorded as Instrument No. 1995-18135.
 22. Right of way easement granted to Birmingham Water Works Board as recorded in Instrument No. 1994-8359.
 23. Easement to Marcus Cable of Alabama, LLC as recorded in Instrument No. 20150914000321060.

\$468,800.00 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.

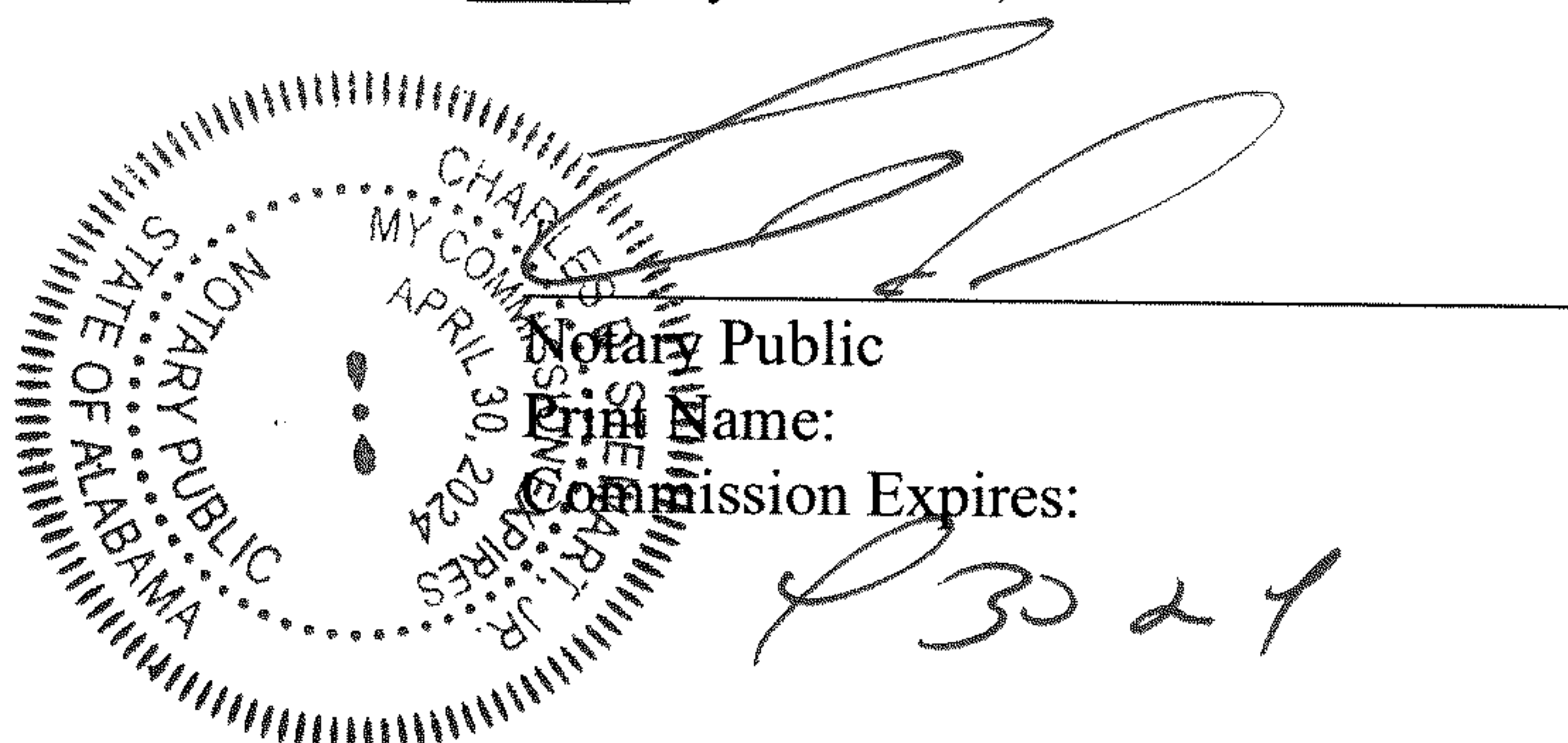
19th IN WITNESS WHEREOF, said Grantor, has hereunto set his/her hand and seal this the day of March, 2021.

Phillips C Bensinger
 PHILLIPS C BENSINGER
Jill Bensinger
 JILL BENSINGER

STATE OF ALABAMA
 COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that PHILLIPS C BENSINGER and JILL BENSINGER 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 19th day of March, 2021.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 03/23/2021 02:13:43 PM
 \$142.50 CHERRY
 20210323000146460

Allen S. Bayl