

Send tax notice to:  
WILLIAM SPARKS  
1009 HERMITAGE CIRCLE  
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

2021199T

### WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Three Hundred Ninety-Nine Thousand Nine Hundred and 00/100 Dollars (\$399,900.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, **RAFAEL A DAGNESSES and NATALIE M DAGNESSES** whose mailing address is: 2710 SW 38TH TERR CAPE CORAL FL 33914 (hereinafter referred to as "Grantors") by **WILLIAM SPARKS** whose property address is: **1009 HERMITAGE CIRCLE, 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 3128, according to the Amended Map of Highland Lakes, 3rd Sector, Phase 1, an Eddleman Community, as recorded in Map Book 21, Page 124 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 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, 3rd Sector, recorded in Instrument #1996-17544 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, 2020 which constitutes a lien but are not yet due and payable until October 1, 2021.
2. Restrictions, public utility easements and setback lines, as shown on the recorded map of Amended Map of Highland Lakes, 3rd Sector, Phase 1, an Eddleman Community, as recorded in Map Book 21, Page 124, in the Probate Office of Shelby County, Alabama.
3. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records, including those recorded in Book 28, page 237.
4. Covenants, conditions and restrictions as recorded in Instrument #1994-07111 and Instrument #1996-10928.
5. Right of way in favor of Alabama Power Company 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 and Book 31, page 355.
6. Right of way in favor of Shelby County, Alabama recorded in Book 196, page 246.
7. Easement for ingress and egress recorded in Instrument #1993-15704.

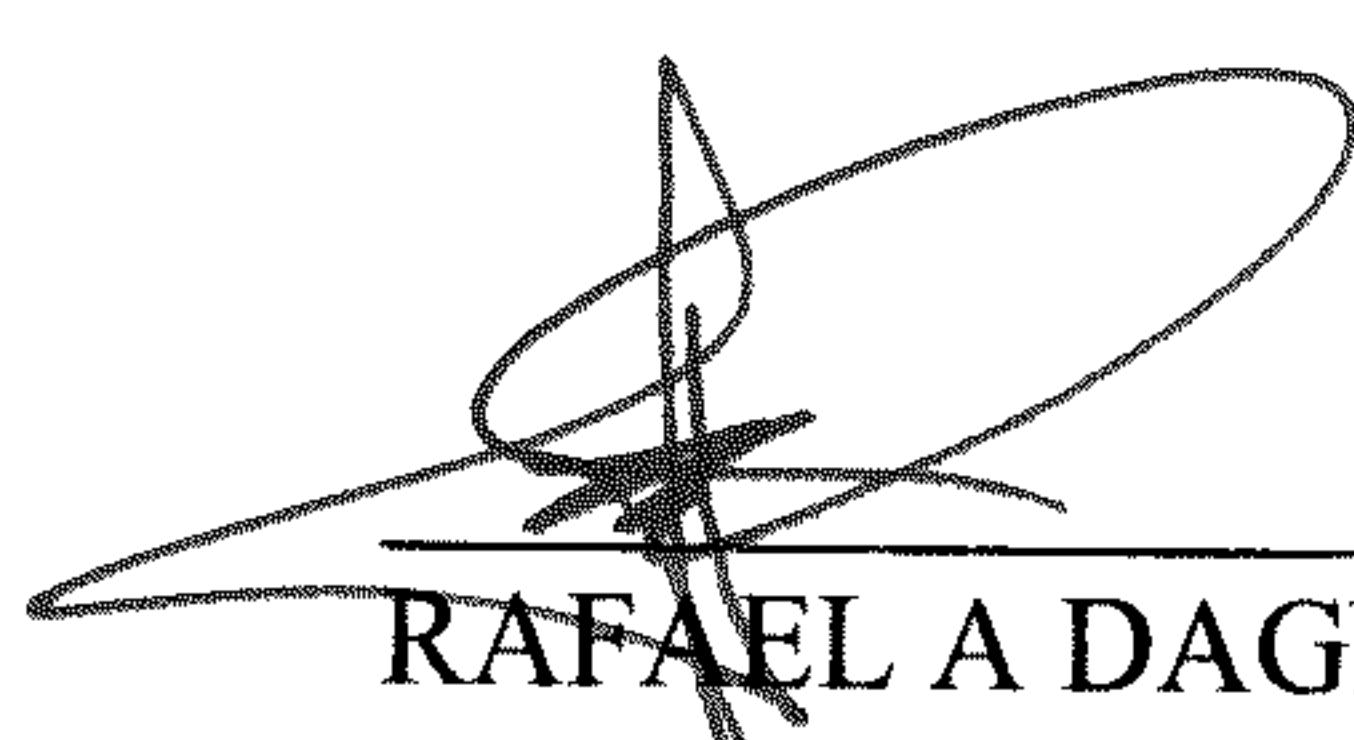
8. Lake Easement Agreement executed by Highland Lake Properties, Ltd. and Highland Lake Development, Ltd., providing for easements, use by others, and maintenance of Lake Property recorded in Instrument #1993-15705.
9. Agreement with Alabama Power Company recorded in Instrument #1994-1186.
10. Rights of riparian owners in and to the use of Lake, if any.
11. Easement recorded in Instrument #19970620000194221.
12. Articles of Incorporation of Highland Lakes Residential Association, Inc., recorded in Instrument #9402/3947.
13. Covenants, Conditions and Restrictions recorded in Instrument #1996-10928; Instrument #1994-07111; Instrument #19960404000109281; Instrument #19960531000175431 and Instrument #19990726000310951.

\$249,900.00 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.

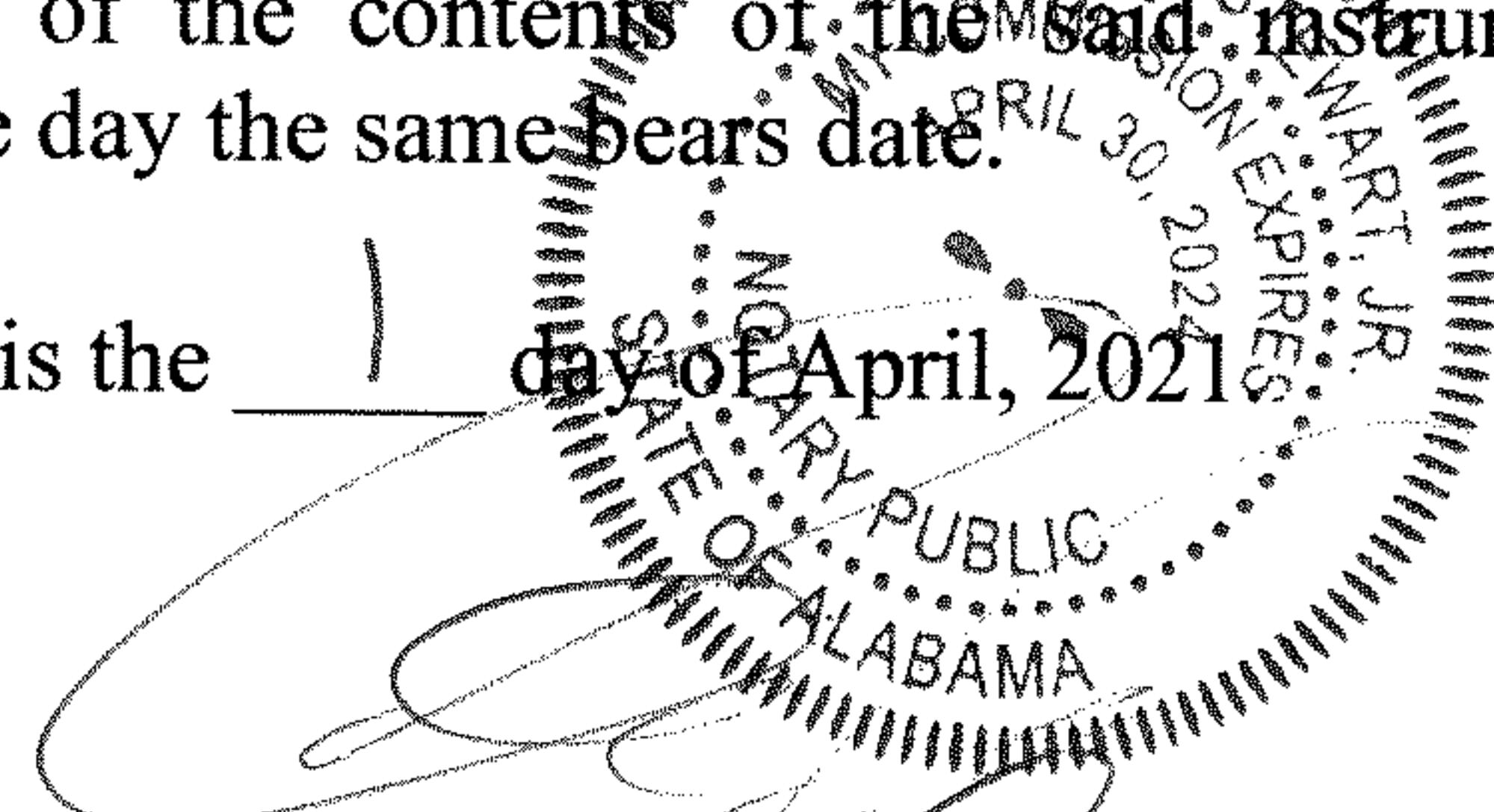
IN WITNESS WHEREOF, said Grantor, has hereunto set his/her hand and seal this the 1 day of April, 2021.

  
 RAFAEL A DAGNESESSES  
  
 NATALIE M DAGNESESSES

STATE OF ALABAMA  
 COUNTY OF SHELBY

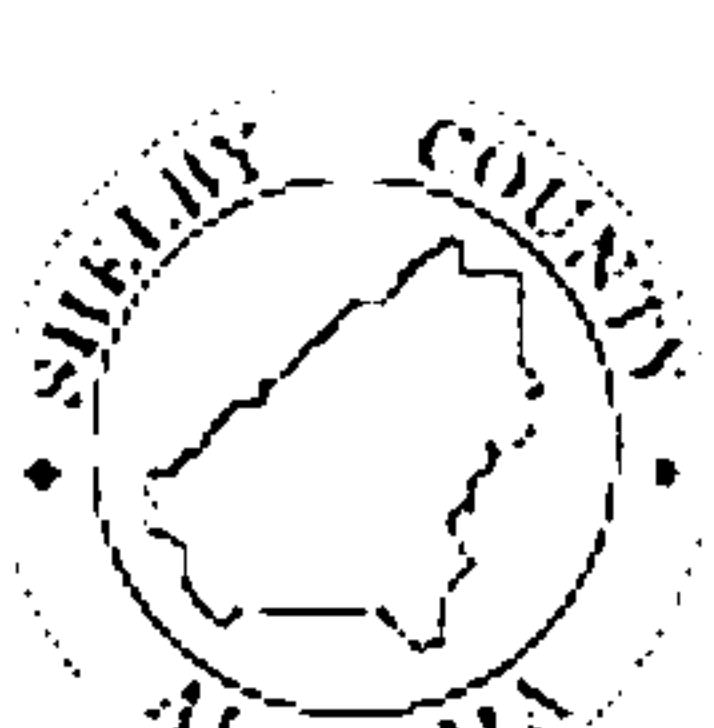
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that RAFAEL A DAGNESESSES and NATALIE M DAGNESESSES, whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day, that, being informed of the contents 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 1 day of April, 2021.



Notary Public  
 Print Name: *Charles J. Smart, Jr.*  
 Commission Expires:

*6/20/21*



Filed and Recorded  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 Shelby County, AL  
 04/05/2021 02:57:21 PM  
 \$175.00 CHARITY  
 20210405000168710

*Allie S. Bayl*