

Send tax notice to:
RONALD A HENRETTA
2017 GROVE PARKWAY
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

2021518T

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Four Hundred Fourteen Thousand Nine Hundred and 00/100 Dollars (\$414,900.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, **PEGGY DUKE**, a single individual, whose mailing address is 23 Timber Main SE, Brownsboro, Alabama, (hereinafter referred to as "Grantors") by **RONALD D HENRETTA and CYNTHIA JO HENRETTA** whose property address is: **2017 GROVE PARKWAY, 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 1141A, according to the Resurvey of Lots 1139-1141, Highland Lakes, Eleventh Sector, as recorded in Map Book 27 page 84, with the Resurvey being recorded in Map Book 40, Page 33, in the Office of the Judge of Probate of Shelby County, Alabama.

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 Highland Lakes, 11th Sector, an Eddleman Community, as recorded in Map Book 27, Page 84 A, B, C, & D, along with the Resurvey of Lots 1139-1141, Highland Lakes, Eleventh Sector, as recorded in Map Book 40, Page 33, 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. The Company makes no representation as to the present ownership of any such interests.
4. 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, rear and side setback: as per plot plan which must be approved by the ARC; or (b) As per recorded map.
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 and Book 95, page 503.
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. Cable Agreement recorded in Instrument #1997-33476.
10. Right of way in favor of Birmingham Water & Sewer Board in Instrument #1997-4027, Instrument #1996-25667 and Instrument #2000-12490.
11. Release of damages recorded in Instrument #1999-40619.
12. Rights of riparian owners in and to the use of Lake, if any.
13. Easement recorded in Instrument #20010606000229201.

- 14. Articles of Incorporation of Highland Lakes Residential Association, Inc., recorded in Instrument #9402/3947.
- 15. Covenants, Conditions and Restrictions recorded in Instrument #1996-17543; Instrument #1999-31095; Instrument #1994-07111; Instrument #2000-41316; Instrument #20001201000413160 and Instrument #20151230000442900.

\$227,900.00 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 29th day of June, 2021.

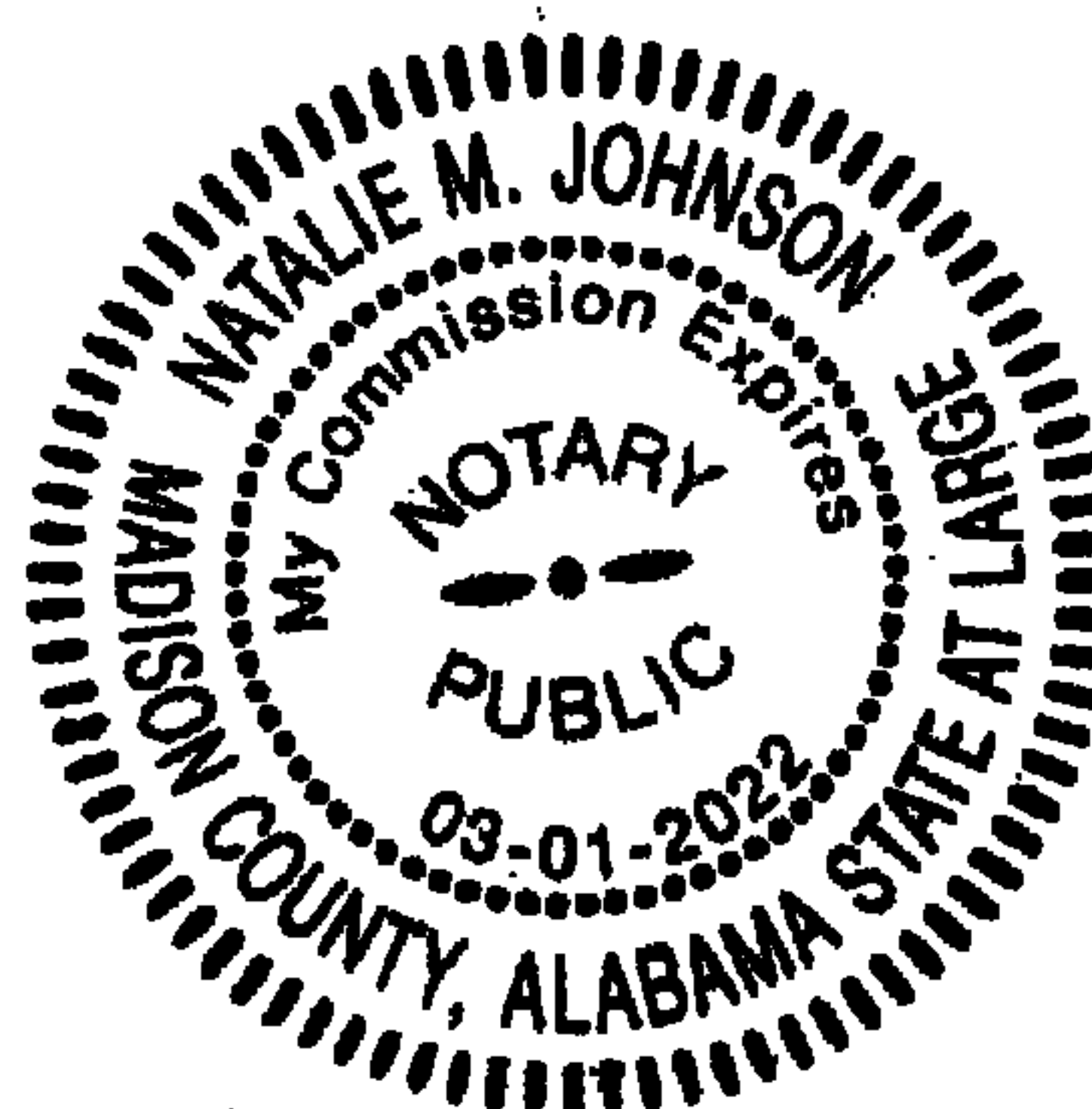
Peggy Duke
PEGGY DUKE

STATE OF Alabama
COUNTY OF Madison

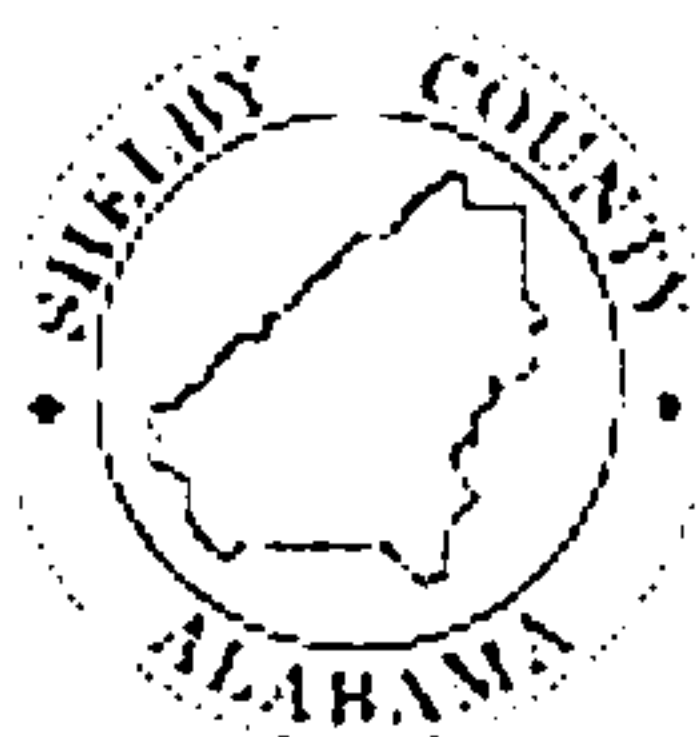
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that PEGGY DUKE whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 29 day of June, 2021.

Natalie M. Johnson
Notary Public
Print Name: Natalie M. Johnson
Commission Expires: 03-01-2022



Allie S. Beyl



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/07/2021 02:33:53 PM
\$212.00 CHERRY
20210707000329590