

Send tax notice to:
JUDSON LEE FLEMING
208 HIGHLAND VIEW DRIVE
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

2021682

SHELBY COUNTY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Million Three Hundred Twenty-Five Thousand and 00/100 Dollars (\$1,325,000.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, **JOHN P HALEY and CAROL R HALEY, HUSBAND AND WIFE**, whose mailing address is **114 SHILOH CREEK DRIVE, MADISON, ALABAMA 35758**, (hereinafter referred to as "Grantors") by **JUDSON LEE FLEMING, TAMMY PHILLIPS FLEMING and JOANN H. FORD**, whose property address is: **208 HIGHLAND VIEW DRIVE, BIRMINGHAM, AL, 35242** hereinafter referred to as Grantees"), the receipt and sufficiency of which are hereby acknowledged, Grantors do 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 423, according to the Map of Highland Lakes, 4th Sector, Phase I, an Eddleman Community, as recorded in Map Book 19, page 79 A & B, 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 Mater Protective Covenants for Highland Lakes, a Residential Subdivision, recorded in 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, 4th Sector, as recorded in Instrument #1995-1906 in the Probate Office 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, covenants and conditions appearing of record in Inst. No. 1994-7111 and amended in Inst. No. 1996-17543; Inst. No. 1996-17543; Inst. No. 1998-239633; Inst. No. 2998-31695; Inst. No. 1998-29631 and Inst. No. 1998-29632.
3. Underground easement to Alabama Power Company as recorded in Instrument No. 1997-19422.
4. Cable Agreement as set out in Instrument recorded in Inst. No. 1997-33476.
5. Restrictions, limitations and conditions as set out in Map Book 24 page 60.
6. 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.
7. Easement for ingress and egress to serve Highland Lakes Development executed by Highland Lakes Development, Ltd. to Highland Lakes Properties, Ltd. recorded as Instr. No. 1993-15704.

8. Riparian and other rights created by the fact that subject property lies adjacent to Highland Lake.
9. Right of way granted to Shelby County recorded in Deed Book 95 page 503.
10. Right of way granted to the Water Works Board of the City of Birmingham recorded in Inst. No. 1996-25667.
11. Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities and limitations as applicable, as set out in and as referenced in deed(s) recorded in Inst. No. 2000-30700.
12. Right of way granted to 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 pages 210 and 212; Real Volume 31 page 355 and Inst. No. 1994-1186.
13. Conditions, covenants agreements and release of damages as set forth in Instrument No. 1999-01533.
14. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto.

\$1,060,000.00 OF THE CONSIDERATION AS WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.

TO HAVE AND TO HOLD unto the Grantees, their successors and assigns forever.

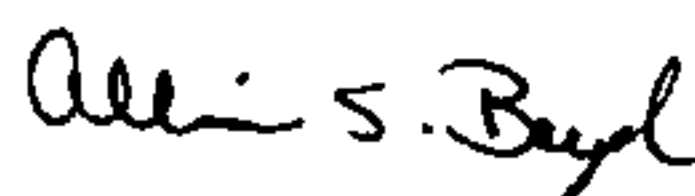
The Grantors do for themselves, their successors and assigns, covenant with the Grantees, their successors and assigns, that they are lawfully seized in fee simple of said premises; that they are free from all encumbrances, except as shown above; that they have a good right to sell and convey the same as aforesaid; and that they will, and their 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 Grantors have hereunto set their hand and seal this the 29 day of September, 2021.

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/04/2021 12:21:26 PM
\$291.00 JOANN
20211004000482550


JOHN P HALEY


CAROL R HALEY

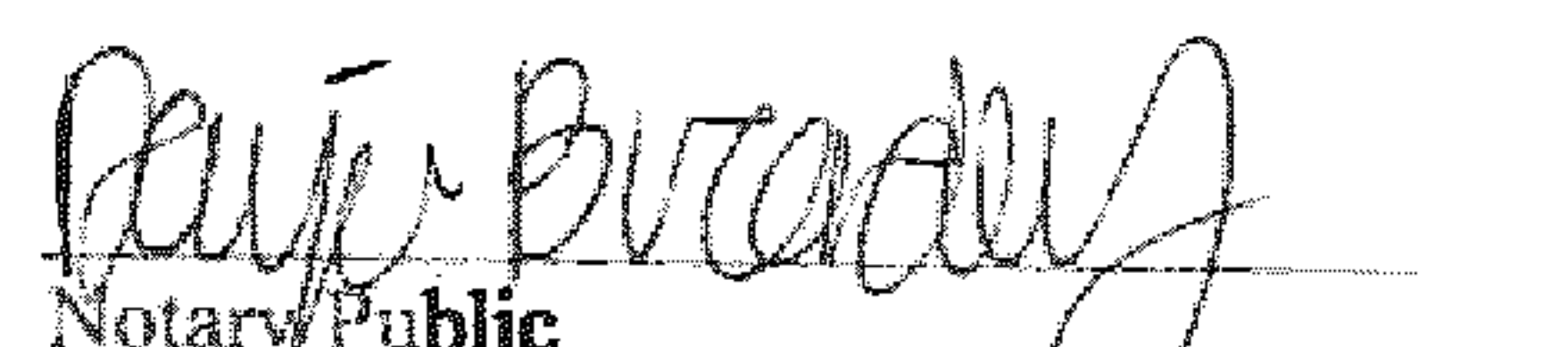


STATE OF ALABAMA
COUNTY OF Limestone

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JOHN P HALEY and CAROL R HALEY whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument, they executed the same voluntarily on the day the same bears date.

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




Notary Public
Print Name: Daya Bradley
Commission Expires: 05-10-2023