



20211028000522620 1/5 \$209.00
Shelby Cnty Judge of Probate, AL
10/28/2021 12:40:22 PM FILED/CERT

This instrument was prepared by:
Clayton T. Sweeney, Esquire
2700 Highway 280 East
Suite 160
Birmingham, Alabama 35223

Send Tax Notice to:
Thi Xuan Thao Nguyen and
Khanh Tran Duy Pham
424 Southledge Road
Birmingham, AL 35242

STATE OF ALABAMA)
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of **Six Hundred Ninety Eight Thousand Nine Hundred and No/100 Dollars (\$698,900.00)** to the undersigned grantor, **Eddleman Residential, LLC, an Alabama limited liability company**, (herein referred to as "Grantor") in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **Eddleman Residential, LLC, an Alabama limited liability company**, does by these presents, grant, bargain, sell and convey unto **Thi Xuan Thao Nguyen and Khanh Tran Duy Pham** (hereinafter referred to as "Grantees", whether one or more), for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate (the "property"), situated in **Shelby** County, Alabama, to-wit:

Lot 1-6100, according to the Amended Map of Highland Lakes, 1st Sector, Phase 6, an Eddleman Community, as recorded in Map Book 50, Pages 49 A, B, C, D and E 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; First Amendment to Declaration as recorded in Instrument #1996-17543 and Second Amendment as recorded in Instrument #1999-31095 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, First Sector, recorded in Instrument #1994-07112, Supplementary Declaration and Amendment to the Declaration as recorded in Instrument No. 20151230000442930, First Amendment to Declaration as recorded in Instrument No. 20190125000027330, Second Amendment to Declaration recorded in Instrument 20200123000029590 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").

Mineral and mining rights excepted.

This instrument is executed as required by the Articles of Organization and Operational Agreement of said limited liability company and same have not been modified or amended.

\$524,175.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

The above property is conveyed subject to:

- (1) Ad Valorem taxes due and payable October 1, 2022, and all subsequent years thereafter, including any "roll-back taxes."
- (2) 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 and further amended in Inst. #1999-31095, in said Probate Office of Shelby County, Alabama, along with Articles of Incorporation of Highland Lakes Residential Association, Inc. as recorded as Instrument 9402/3947, in the Office of the Judge of Probate of Jefferson County, Alabama.
- (3) Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, First Sector, as recorded in Instrument #1994-07112; Supplementary Declaration and Amendment as recorded in Instrument No. 20151230000442930 First Amendment to Declaration as recorded in Instrument No. 20190125000027330, Second Amendment to Declaration as recorded in Instrument 20200123000029590 in the Probate Office of Shelby County, Alabama.

CLAYTON T. SWEENEY, ATTORNEY AT LAW



- (4) Subdivision restrictions, limitations and conditions as set out in Map Book 50, Pages 49 A, B, C, D and E, in said Probate Office.
- (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. 1993-15705.
- (6) Easement for ingress and egress to serve Highland Lakes Development executed by Highland Lakes Development, Ltd., to Highland Lakes Properties, Ltd., recorded as Instrument #1993-15704, in said Probate Office.
- (7) 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 #20190109000010310 and Instrument # 20061012000504650, in said Probate Office.
- (8) Public utility easements as shown by recorded plat, including any tree bufferline as shown on recorded plat.
- (9) 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 setback: As per plot plan which must be approved by the ARC;
 - (b) Rear setback: As per plot plan which must be approved by the ARC
 - (c) Side setback: As per plot plan which must be approved by the ARC
- (10) Right(s) of Way(s) granted to Alabama Power Company by instrument(s) recorded Deed Book 149, page 80; Deed Book 173, page 364, and Real Volume 31, page 355, in said Probate Office.
- (11) Restrictions, Covenants, Conditions, Limitations, Reservations, Mineral and Mining rights and rights incident thereto and Release of Damages recorded in Instrument 2019012500027340 and Instrument 2019021200045630, in the Probate Office of Shelby County, Alabama.
- (12) Shelby Cable Agreement as recorded in Instrument #1997-19422.
- (13) Declaration of Easement for Lake as recorded in Instrument #20050825000439370, refiled in Instrument #20131218000483630, in the Probate Office of Shelby County, Alabama.
- (14) Permits and easement to Southern Bell Telephone and Telegraph Company, recorded in Deed Book 327, Page 454; Deed Book 339, Page 403 and Deed Book 326, Page 580, in the Probate Office of Shelby County, Alabama.
- (15) Grant of Land Easement for Underground services to Alabama Power Company as recorded in Instrument # 20180103000000020 and Instrument # 20180103000000030, in the Probate Office of Shelby County, Alabama.

Grantee agrees to observe and perform all obligations imposed upon said Grantees pursuant to the Declarations, including but not limited to the obligation to pay assessments levied on the property herein conveyed in accordance with the Declarations.

This conveyance is made with the express reservation and condition that by acceptance of this deed, the Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permittees, licensees and lessees, hereby release and forever discharge Grantor, Eddleman Properties, Inc., Eddleman Realty, LLC, Eddleman Residential Services, LLC (now known as Eddleman Residential, LLC, Highland Lakes Development, Ltd. , and Highland Lakes Community, Inc. (collectively referred to as the Highland Lakes entities) their successors and assigns, from any and all liability, claims and causes of action whether arising at law (by contract or in tort) or in equity with respect to damage or destruction of property and injury to or death of any person located in, on, or under the surface of or over lands herein conveyed, as the case may be, which are caused by, or arise as a result of, past or future soil, subsoil or other conditions (including without limitation, sinkholes, underground mines, and limestone formations) under or on the Property, whether contiguous or non-contiguous. The Grantee(s) agree(s) that he (she) (they) is (are) acquiring the Property "AS IS", without any representation or warranty on the part of Grantor other than as to title. Further, the Grantee, its successors and assigns hereby acknowledges that the Grantor shall not be liable for and no action shall be asserted against Grantor in connection with any drainage easements, ditches or pipes or drainage problems associated therewith and that Grantee has inspected the same and accepts the property along with all drainage easements, ditches or pipes in its present "AS IS" condition. For purposes of this paragraph the term Grantor and the Highland Lakes entities



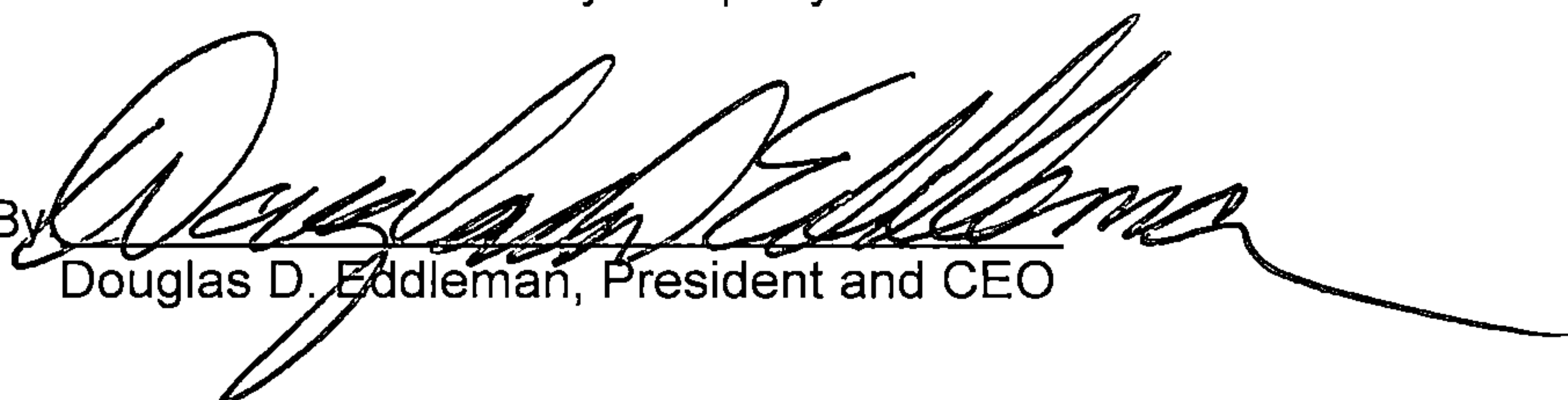
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shall mean and refer to (i) the partners, agents and employees of Grantor and the Highland Lakes entities; (ii) the officers, directors, employees and agents of general partners of Highland Lakes Development, Ltd.; and (iii) any successors or assigns of Grantor and the Highland Lakes entities (as defined herein). This covenant and agreement shall run with the land conveyed hereby as against Grantees, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through Grantees.

TO HAVE AND TO HOLD unto the said Grantees, as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this 27th day of October, 2021.

GRANTOR:
Eddleman Residential, LLC
an Alabama limited liability company

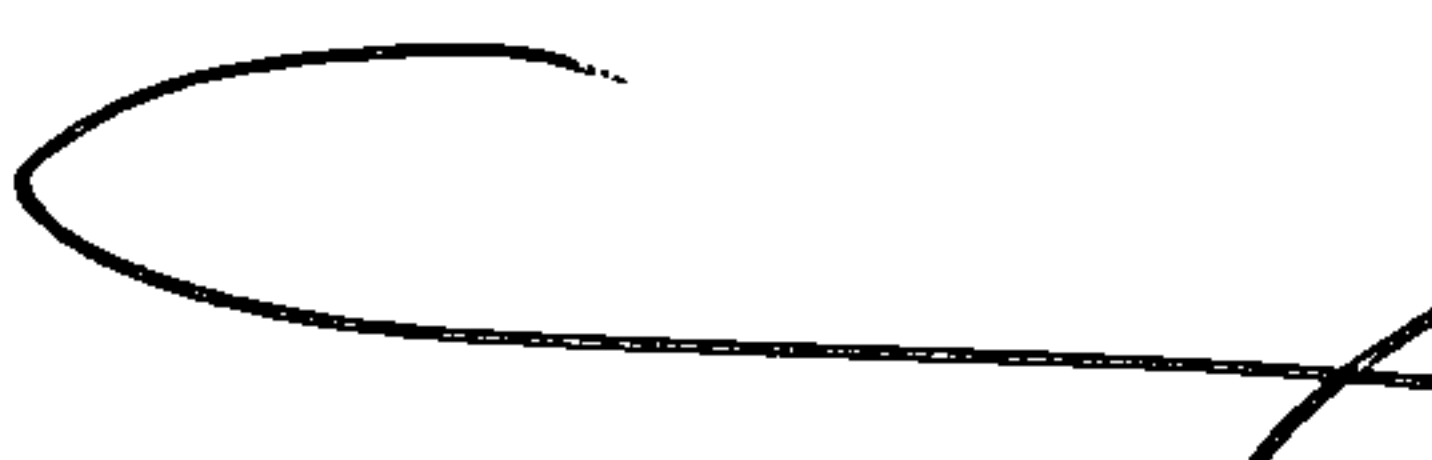
By 
Douglas D. Eddleman, President and CEO

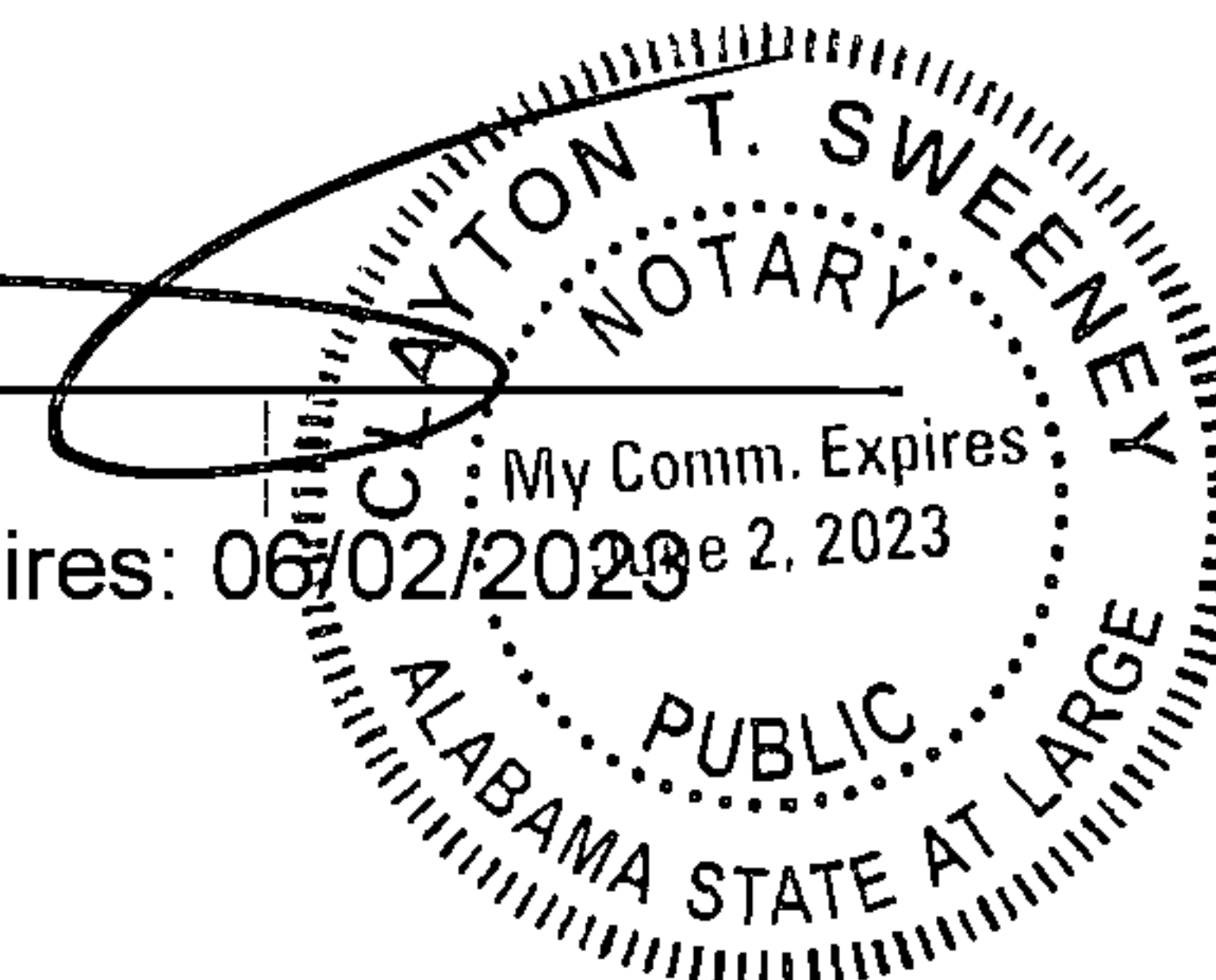
Highland Lakes – 1st Sector Phase 6
Lot 1-6100, Thi Xuan Thao Nguyen and
Khanh Tran Duy Pham

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as President and CEO of Eddleman Residential, LLC, an Alabama limited liability company, which is signed to the foregoing Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, he, as such President and CEO, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal of office this the 27th day of October, 2021.


Notary Public
My Commission Expires: 06/02/2023





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The Grantees execute this deed only to acknowledge and accept all covenants and restrictions contained hereinabove and Grantees, their heirs, successors and assigns, agree and understand that the property conveyed herein is subject to the foregoing covenants and restrictions.

Thi Xuan Thao Nguyen

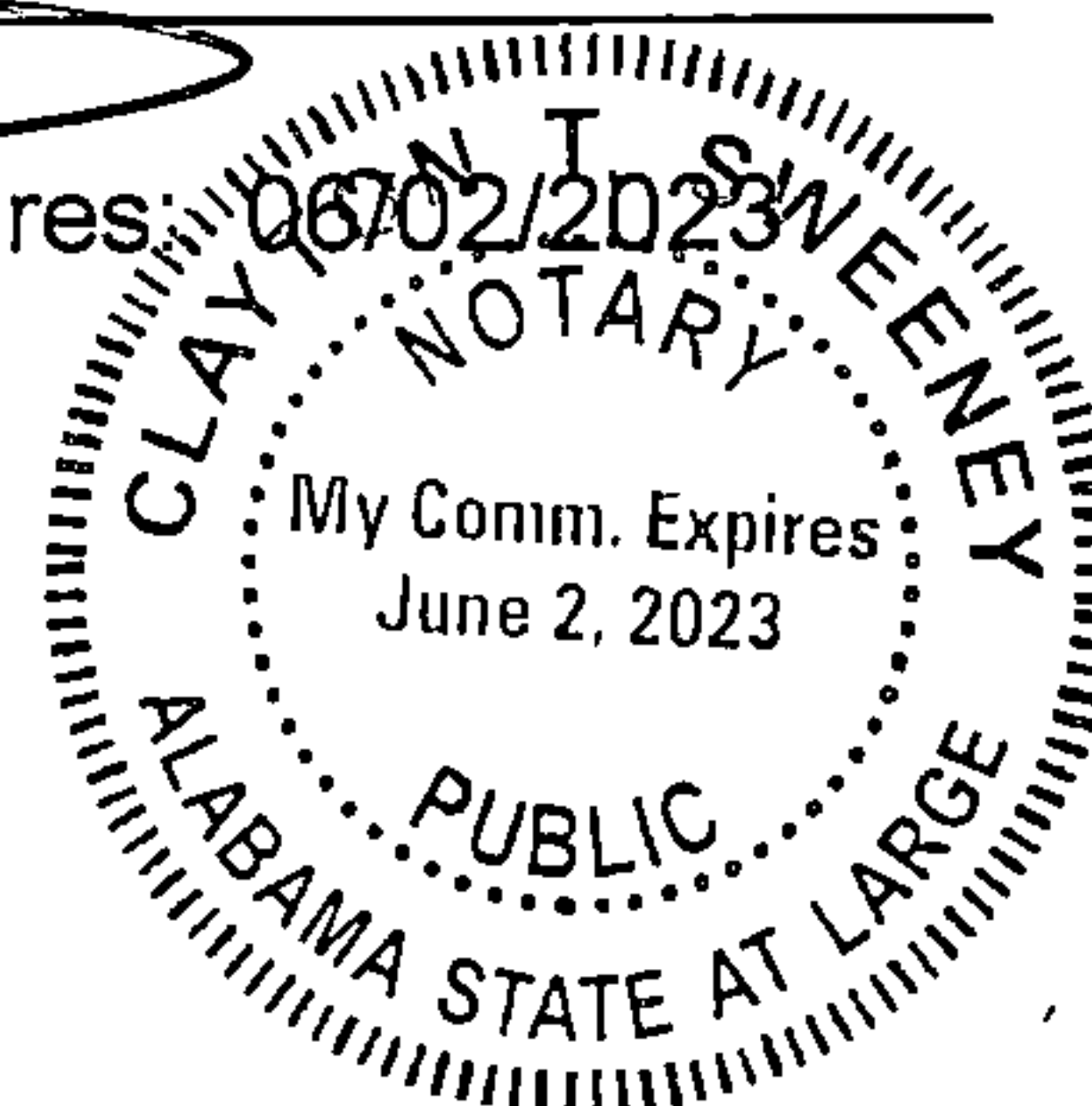
Khanh Tran Duy Pham

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Thi Xuan Thao Nguyen and Khanh Tran Duy Pham, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of October, 2021.

Notary Public
My Commission Expires: 06/02/2023





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Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, §

Grantor's Name Eddleman Residential, LLC

Grantee's Name

Thi Xuan Thao Nguyen and

Khanh Tran Duy Pham

Mailing Address 2700 Hwy. 280, Ste. 425
Birmingham, AL 35223

Mailing Address

424 Southledge Road
Birmingham, AL 35242

Property Address 424 Southledge Road
Birmingham, AL 35242

Date of Sale October 27, 2021

Total Purchase Price \$ 698,900.00

or

Actual Value \$

or

Assessor's Market Value \$

The purchase price or actual value claimed on this form can be verified in the following documentary evidence:
(check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale

☐ Sales Contract

☒ Closing Statement

☐ Appraisal

☐ Other

☐ Deed

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available. Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date _____

Eddleman Residential, LLC
Print by Douglas D. Eddleman, President and CEO

Unattested

(verified by)

Sign

(Grantor/Grantee/Owner/Agent) circle one