


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

Send Tax Notice to:  
Paul Simmons and  
Sherron Lynn Simmons  
1041 Fairfield Lane  
Birmingham, AL 35242

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

  
20220106000007550 1/5 \$114.00  
Shelby Cnty Judge of Probate, AL  
01/06/2022 02:05:58 PM FILED/CERT

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of **Five Hundred Thirty Two Thousand Nine Hundred and 00/100 Dollars (\$532,900.00)** to the undersigned grantor, **EDDLEMAN RESIDENTIAL, LLC.**, an Alabama limited liability company (herein referred to as "Grantor"), in hand paid by Grantees 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 **Paul Simmons and Sherron Lynn Simmons** (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 22-116, according to the Survey of Highland Lakes, 22nd Sector, Phase II, an Eddleman Community, as recorded in Map Book 36, page 94 A-C, in the Probate Office of Shelby County, Alabama

TOGETHER WITH non-exclusive 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 to Declaration 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, 22nd Sector, Phase II, recorded as Instrument 20060605000263860 in the Probate Office of Shelby County, Alabama (which, together will all amendments thereto, as hereinafter collectively referred to as, the "Declaration").

\$452,965.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

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.

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)

Public utility easements as shown by recorded plat, including any tree bufferline as shown on recorded plat.
- (3)

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.
- (4)

Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 22nd Sector, Phase II, as recorded as Instrument #20040823000471390 and supplemented by Instrument #20060605000263860, in said Probate Office.
- (5)

Subdivision restrictions, limitations and conditions as set out in recorded map in said Probate Office.
- (6)

Mineral and mining rights and rights incident thereto and release of damages recorded in Instrument #1999-40620, in the Probate Office of Shelby County, Alabama.

Shelby County, AL 01/06/2022  
State of Alabama  
Deed Tax:\$80.00

CLAYTON T. SWEENEY, ATTORNEY AT LAW




- (7) Such state of facts as shown on record subdivision plat recorded in Map Book 36, Page 94, Shelby County Records.
- (8) 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 as shown by instrument recorded in Inst. #1993-15705, in the Probate Office.
- (9) Easement(s) 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.
- (10) Shelby Cable Agreement set out in Instrument No. 1997-19422, in said Probate Office.
- (11) Right or way granted to the Water Works and Sewer Board of the City of Birmingham as recorded in Instrument #20040311000126900 and Instrument #20041105000609930, in the Probate Office of Shelby County, Alabama.
- (12) Grant of easement with Restrictive Covenants granted to Alabama Power Company recorded in Instrument #2006020100052800 in the Probate Office of Shelby County, Alabama.
- (13) Restrictions, Covenants, Conditions, Limitations, Reservations, Mineral and Mining Rights and Release of Damages appearing of record in Instrument No. 20060609000273050 and Instrument No. 20201223000590720
- (14) Building lines, as shown by recorded Map.
- (15) Easements, as shown by recorded Map.
- (16) Restrictions, as shown by recorded Map.

Grantees agree to observe and perform all obligations imposed upon said Grantees pursuant to the Declarations, including but not limited to the obligations 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 the Grantees, by acceptance of this deed, for itself and on behalf of its 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, Highland Lakes Development, Ltd. and Highland Lakes Community, Inc. (herein 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. Further, The Grantees, their heirs, successors and assigns hereby acknowledges that the Grantor and the Highland Lakes entities (as defined herein) shall not be liable for and no action shall be asserted against Grantor and the Highland Lake entities (as defined herein) in connection with any drainage easements, ditches or pipes or problems and agree that it is acquiring the Property in its present "AS IS" condition, without any representation or warranty on the part of Grantor other than as to title. Grantees acknowledge that it has made its own independent inspections and investigation of the hereinabove described property and is purchasing the Property in reliance upon such inspections and investigations thereof. For purposes of this paragraph the term Grantor and the Highland Lakes entities shall mean and refer to (i) the partners, agents and employees of Grantor and the Highland Lakes entities (as defined herein); (ii) the officers, directors, and employees of the general partner 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.

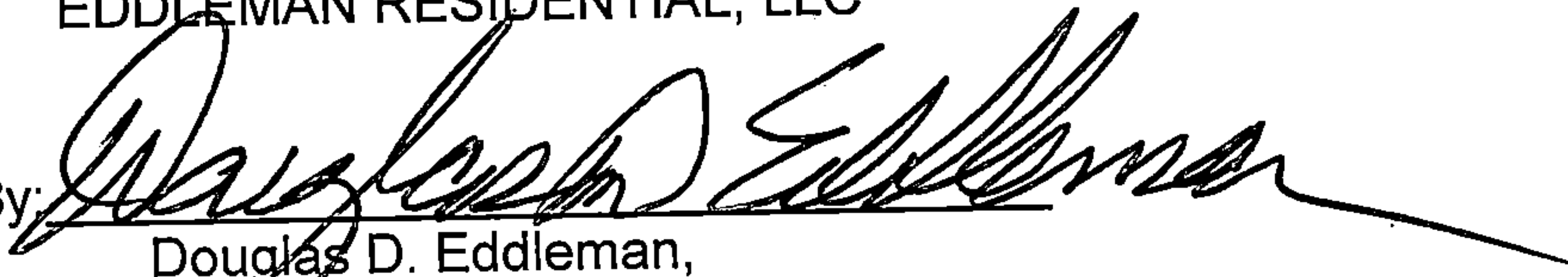
**TO HAVE AND TO HOLD** unto the said Grantees, as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in 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.

  
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IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this 21<sup>st</sup> day of December, 2021.

GRANTOR:  
EDDLEMAN RESIDENTIAL, LLC

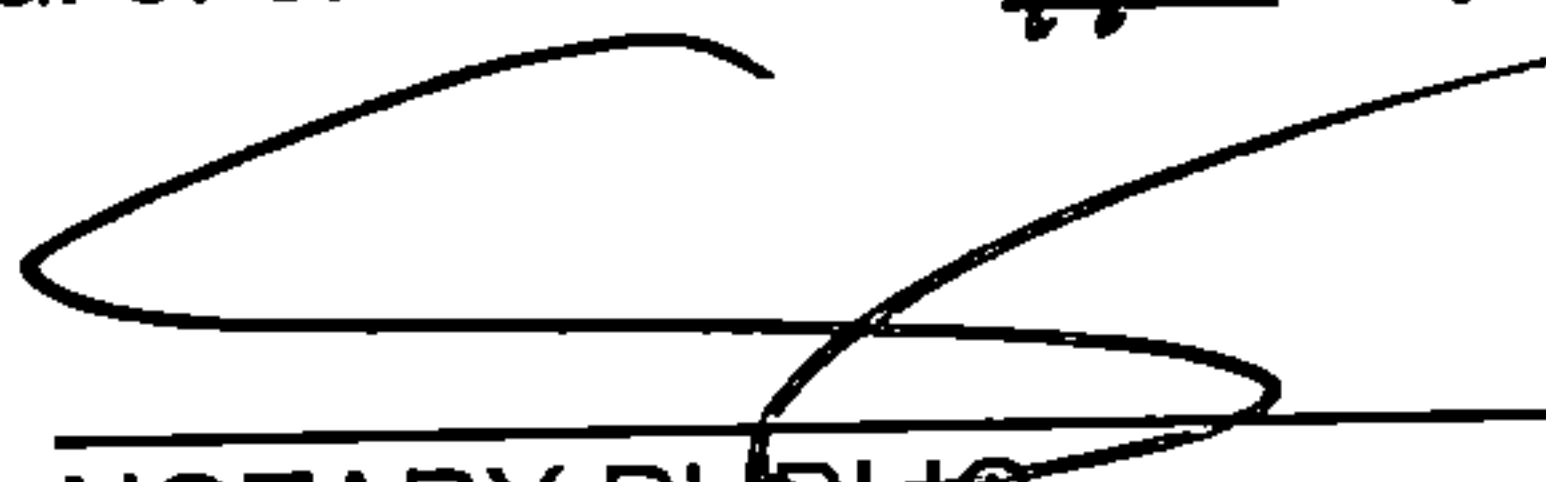
By:   
Douglas D. Eddleman,  
Its President and CEO

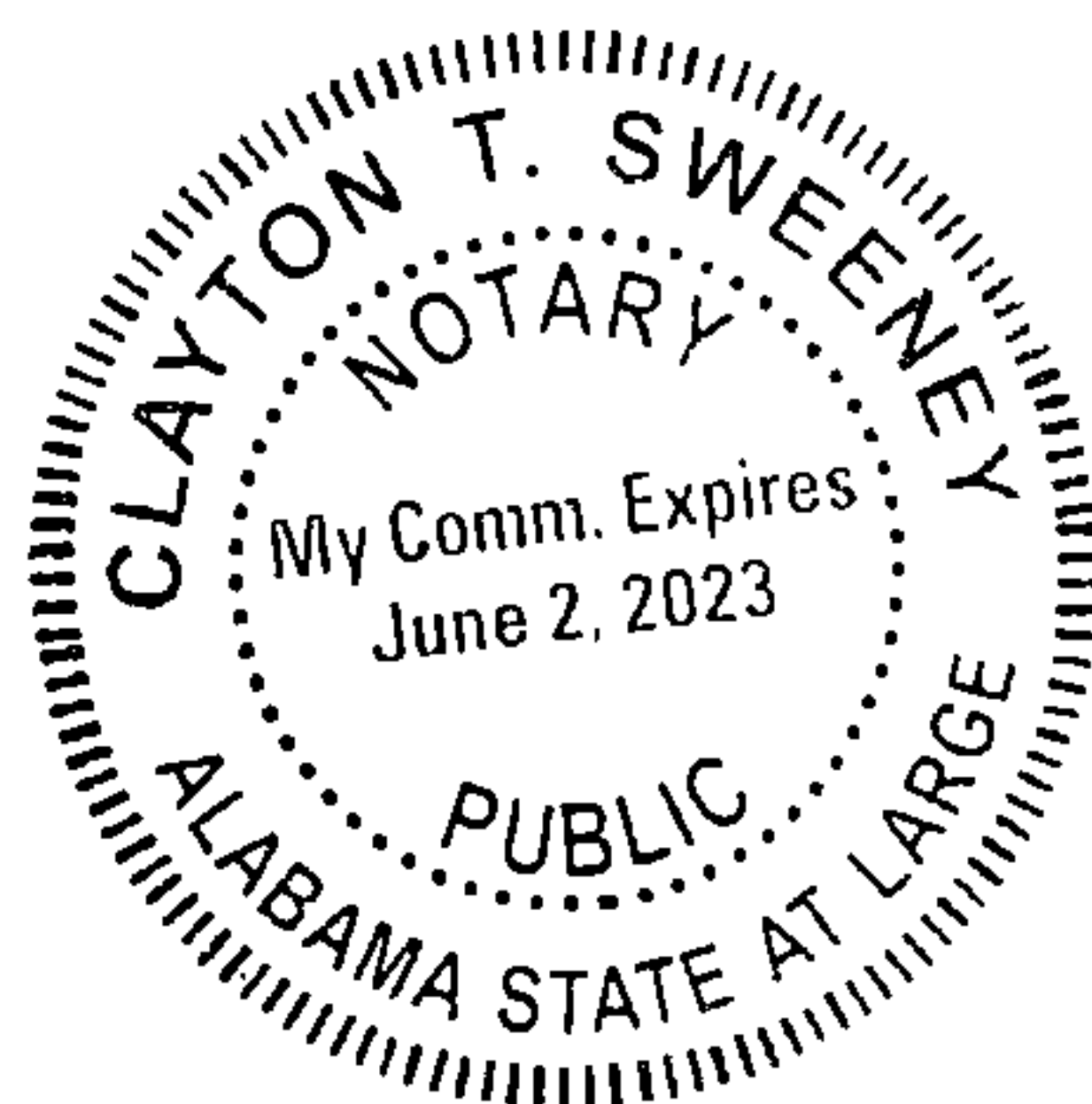
Highland Lakes – 22nd Sector, Phase II  
Lot 22-116, Paul Simmons and  
Sherron Lynn Simmons


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, 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 17<sup>th</sup> day of December, 2021.

  
NOTARY PUBLIC  
My Commission Expires: 6-2-2023



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

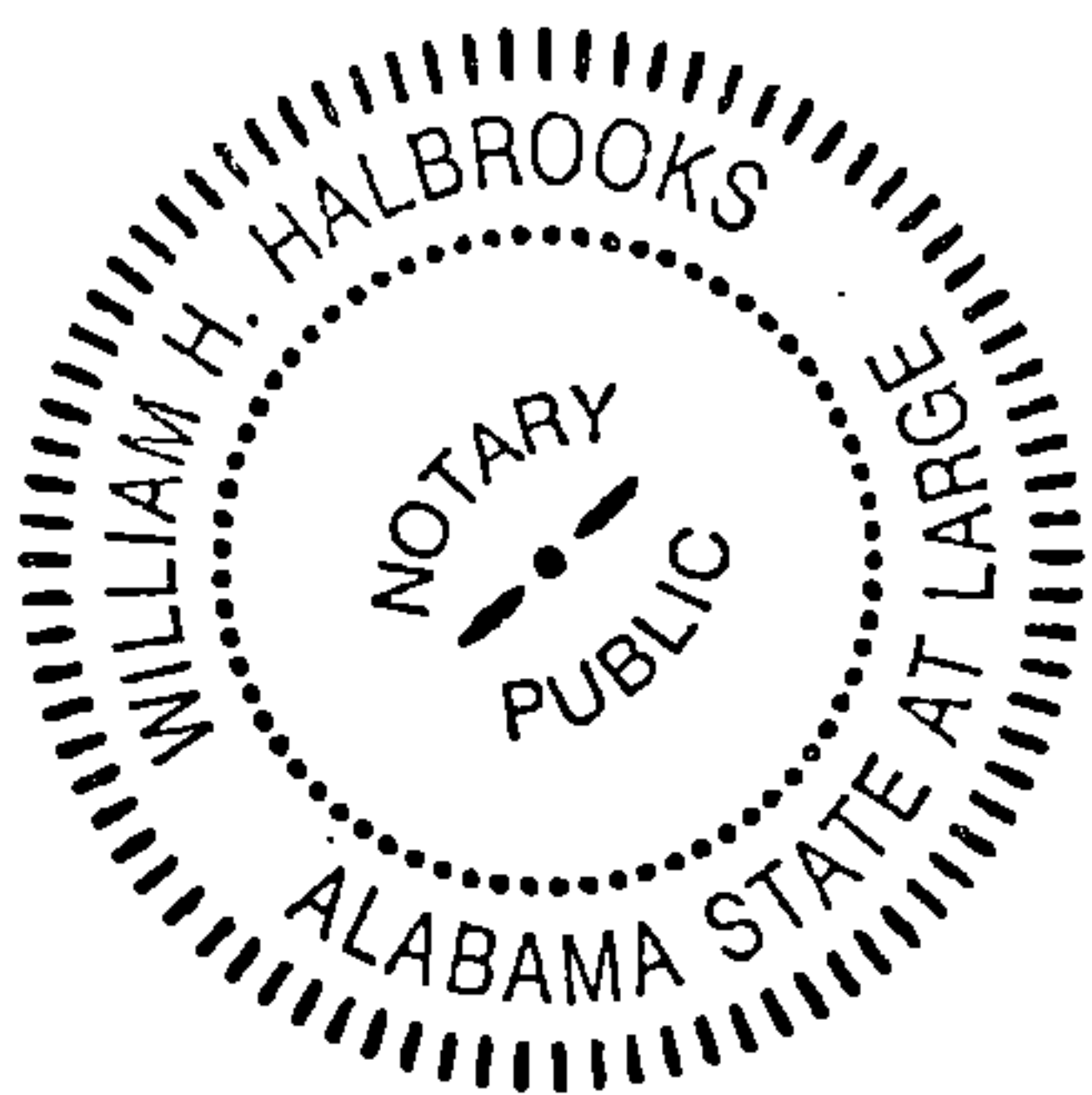
Paul B. Simmons  
Paul Simmons

Sherron Lynn Simmons  
Sherron Lynn Simmons

STATE OF ALABAMA       )  
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Paul Simmons and Sherron Lynn Simmons, 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 21<sup>st</sup> day of Dec., 2021.



William H. Halbrooks  
NOTARY PUBLIC  
My Commission Expires: 4/21/24

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# Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name	Eddleman Residential, LLC	Grantee's Name	Paul Simmons and Sherron Lynn Simmons
Mailing Address	2700 Hwy. 280, Ste. 425 Birmingham, AL 35223	Mailing Address	1041 Fairfield Lane Birmingham, AL 35242
Property Address	1041 Fairfield Lane Birmingham, AL 35242	Date of Sale	December 21, 2021
		Total Purchase Price	\$ 532,900.00
		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)

- |                                                       |                                    |
|-------------------------------------------------------|------------------------------------|
| <input type="checkbox"/> Bill of Sale                 | <input type="checkbox"/> Appraisal |
| <input type="checkbox"/> Sales Contract               | <input type="checkbox"/> Other     |
| <input checked="" type="checkbox"/> Closing Statement | <input type="checkbox"/> 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



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