20220701000263360 07/01/2022 01:16:23 PM DEEDS 1/2

Send tax notice to:
MICHAEL E ECKENROD
224 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 SHELBY COUNTY

2022361

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Hundred Seventy-Five Thousand and 00/100 Dollars (\$175,000.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, GEORGE B JUNEMAN, A MARRIED INDIVIDUAL, whose mailing address is 12103 RETREAT LANE, BIRMINGHAM, ALABAMA 35242, (hereinafter referred to as "Grantors") by MICHAEL E ECKENROD and LISA L ECKENROD whose property address is: 216 HIGHLAND VIEW DRIVE, 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, towit:

Lot 424, 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 Master Protective Covenants for Highland Lakes, Residential Subdivision, recorded in Inst. 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, recorded in Inst. 1995-1906, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

- 1. Taxes for the year beginning October 1, 2021 which constitutes a lien but are not yet due and payable until October 1, 2022.
- 2. Restrictions, covenants and conditions appearing of record in Instrument No. 1994-7111 and amended in Instrument No. 1996-17543; Instrument No. 1998-239633; Instrument No. 1998-31695; Instrument No. 1998-29631 and Instrument 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 Instrument No. 1997.33476.
- 5. Restrictions, limitations and conditions as set out in Map Book 19, Page 79 A & B.
- 6. Lake Easement Agreement executed by Highland Lakes Properties, Ltd., and Highland Lakes Development, Ltd. providing for easement, 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 Instrument 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 Instrument 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 Instrument No. 2000-3070.
- 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 & 212; Real Volume 31, Page 355 and Instrument No. 1994-1186.
- 13. Subject to the provision of Sections 2.3 and 2.6 of the Declaration, the property shall be subject to the following minimum setbacks: Front, rear and side setback; as per plot plan, which must be approved by the ARC.
- 14. Conditions, covenants, agreements and release of damages as set forth in Instrument No. 1999 01533.
- 15. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages, are not insured herein.

SUBJECT PROPERTY DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTOR HEREIN, AS DEFINED BY THE CODE OF ALABAMA.

\$165,000.00 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 hand and seal this the day of June, 2022.

GEORGE B JUNEMAN

STATE OF ALABAMA COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that GEORGE B JUNEMAN whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the day of time, 2022

Notary Public

Print Name.

Commission Expires:

Official Public Records

Judge of Probate, Shelby County Alabama, County

Clerk
Shelby County, AL
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\$35.00 BRITTANI
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Filed and Recorded

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