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Send tax notice to: DAVID CRUTCHFIELD 1046 FAIRFIELD LANE 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

2022476

SHELBY COUNTY

# WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Eight Hundred Twenty-Six Thousand and 00/100 Dollars (\$826,000.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, WESLEY HAMPTON and ANDREA HAMPTON, HUSBAND AND WIFE, whose mailing address is 1307 WESTLAWN BOULEVARD, #322, MURFREESBORO, TN 37128 (hereinafter referred to as "Grantors") by DAVID CRUTCHFIELD and TERRY CRUTCHFIELD whose property address is: 1046 FAIRFIELD LANE, 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 22-107, 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 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 and amended in Instrument #1996-17543 and further amended 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 No. 20060605000263860 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter after collectively referred to as the "Declaration").

#### 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. Such state of facts as set out on recorded plat of Highland Lakes 22nd Sector Phase II, including but not limited to easements, building lines, restrictions and notes and any other matters, as recorded in Map Book 36, Page 94, in the Office of the Judge of Probate of Shelby County, AL.
- 3. Title to all oil, gas and minerals within and underlying the premises, together with all oil and mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Instrument No. 1999-40620, in the Probate Office of Shelby County, AL.

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- 4. 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 No. 1994-07111, amended in Instrument No. 1996-17543 and further amended in Instrument No. 1999-31095, in said Probate Office of Shelby County, Alabama, along with Articles of Incorporation of Highland Lakes Residential Association, Inc. as recorded in Instrument No. 9402/3947, in the Office of the Judge of Probate of Jefferson County, Alabama.
- 5. Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 22nd Sector, Phase II, as recorded in Instrument No. 20060605000263860, in the Probate Office of Shelby County, Alabama.
- 6. 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) As per plot plan which must be approved by the ARC.
- 7. 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 Instrument No. 1993-15705 in the Probate Office of Shelby County, Alabama.
- 8. 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 No. 1993-15704 in the Probate Office of Shelby County, Alabama.
- 9. Cable Agreement set out in Instrument No. 1997-19422, in the Probate Office of Shelby County, Alabama.
- 10. Release of damages as recorded in Instrument No. 1999-40620, as recorded in the Probate Office of Shelby County, Alabama.
- 11. Conditions, restrictions and limitations as set for in that instrument recorded as Instrument No. 20040709000381100 in the Probate Office of Shelby County, Alabama.
- 12. Restrictive Covenants and Grant of Land Easement in favor of Alabama Power Company as recorded in Instrument No. 20060201000052800, as recorded in the Probate Office of Shelby County, AL.
- 13. Restrictions, conditions, covenants, easements, reservations, exceptions, limitations, release of damages and mineral and mining rights as referred to in Deed recorded in Instrument No. 20061108000548760 in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD unto the Grantee, its 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.

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IN/WITNESS WHEREOF, said Grantors, have hereunto set their hand and seal day of September, 2022.

WESLEY HAMPTON

ANDREA HAMPTON

## STATE OF ALABAMA COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that WESLEY HAMPTON and ANDREA HAMPTON 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 \_\_\_\_\_ day of September, 2022.

Notary Public

Print Name: Commission Expires:



Filed and Recorded Official Public Records Judge of Probate, Shelby County Alabama, County Clerk **Shelby County, AL** 09/07/2022 02:14:32 PM **\$854.00 BRITTANI** 

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