



20230118000014450 1/4 \$420.50
Shelby Cnty Judge of Probate, AL
01/18/2023 09:43:57 AM FILED/CERT

After recording mail to:
1068 South Hampton Place
Birmingham, Alabama 35242

Prepared By:
Spencer P. Waddell, Esq.
Gregory Varner & Associates
225 Narrows Parkway, Suite B
Birmingham, Alabama 35242

WARRANTY DEED

STATE OF ALABAMA)
COUNTY OF SHELBY)

Send Tax Notices to:
**1068 South Hampton Place
Birmingham, AL 35242**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, to the undersigned Grantors, **DONALD O. HALVORSON and wife, EDITH E. HALVORSON**, in hand paid by the Grantees herein, the receipt of which is hereby acknowledged by said Grantors, Grantors do, by these presents grant, bargain, sell and convey unto **DONALD O. HALVORSON AND EDITH E. HALVORSON, TRUSTEES OF THE HALVORSON LIVING TRUST dated July 23, 2013, and any amendments thereto**, herein referred to as Grantees, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot #88, according to the Survey of The Village at Highland Lakes, Regent Park Neighborhood, Phase Two, an Eddleman Community, as recorded in Map Book 38, Page 125, in the Probate Office of Shelby County, Alabama; being situated in 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 The Village at Highland Lakes, a Residential Subdivision, recorded as Instrument #20060421000186650 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for The Village at Highland Lakes, Regent Park Neighborhood, recorded as Instrument #20070223000084910, 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.

The total property herein conveyed and being conveyed together with all and singular, the buildings, rights, tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

This conveyance is made subject to all restrictions, reservations, easements, and rights-of-way of record affecting this title to the above-described property.

Homestead Clause: The above-described property is the homestead of the Grantors herein.

Prior Deed #20071228000581720

The above property is conveyed subject to:

- (1) Ad Valorem taxes due and payable October 1, 2022.**
- (2) Public utility easements as shown by recorded plats, including any storm or sewer easements as shown on recorded plat.**
- (3) Transmission line permit(s) to Alabama Power Company as recorded in Deed Book 247, Page 905; Deed Book 139, Page 569; and Deed Book 134, Page 411, in said Probate Office.**
- (4) Easement to Alabama Power Company as recorded in Instrument No. 20060630000314890; Instrument No. 20060630000315260 and Instrument No. 20060630000315270, in said Probate Office.**



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(5) Right of way granted to Shelby County as set forth in Deed Book 196, Pages 237, 248, and 254, in said Probate Office.

(6) Easement to Shelby County as recorded in Instrument #1992-15747 and Instrument #1992-24264, in said Probate Office.

(7) Ingress and egress easements as recorded in Real Book 321, Page 812 in said Probate Office.

(8) Right of way for roadway as set forth in Real 103, Page 844 and Map Book 3, Page 148, in the Office of the Judge of Probate of Shelby County, Alabama.

(9) Declaration of Easements and Master Protective Covenants for The Village at 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 #2006421000186650, in said Probate Office of Shelby County, Alabama, along with articles of Incorporation Regent Park Neighborhood, as recorded as Instrument #20070223000084910 in the Office of the Judge of Probate of Jefferson County, Alabama.

(10) Declaration of Covenants, Conditions and Restrictions for The Village at Highland Lakes, Regent Park Neighborhood, a Residential Subdivision, as recorded as Instrument #20070223000084910, in said Probate Office.

(11) Subject to covenants, conditions, and restrictions (deleting therefrom, and restrictions indicating any preference, limitation, or discrimination based on race, color, religion, sex, handicap, family status or national origin) as set forth in the document recorded in Instrument #20041202000659280; Instrument #20060224000089280; Instrument #20060421000186650 and Instrument #20060421000186670, in said Probate Office.

(12) Subdivision restrictions, limitations, and conditions as set out in Map Book 38, Page 125, in said probate Office.

(13) Title to all 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 Deed Book 81, Page 417, in said Probate Office.

(14) 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.

(15) Articles of Incorporation of The Village at Highland Lakes Improvements District as recorded in Instrument #20060630000315260 and Notice of Final Assessment of Real Property by The Village at Highland Lakes Improvement District as recorded in Instrument #20051213000644260.

TO HAVE AND TO HOLD unto the said Grantee, its heirs and assigns forever. And we do for ourselves and our heirs and personal representatives covenant with the said Grantee, its heirs and assigns, that we are lawfully seized in fee simple of said premises; that it is free from all encumbrances and that we have a good right to sell and convey the same as aforesaid; that we will and our heirs and personal representatives shall warrant and defend the same to the said Grantee, its heirs and assigns forever, against the lawful claims of all persons.

The scrivener makes no warranties, nor does he express an opinion, as to the Grantors' title, or lack thereof. No survey was provided to the scrivener for the preparation of this deed. The description was provided by the Grantors.



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IN WITNESS WHEREOF, the said Grantors, who are authorized to execute this conveyance, have hereunto set their signature and seal, this the 13th day of December, 2022.

GRANTORS:

Donald O. Halvorson
DONALD O. HALVORSON

Edith E. Halvorson
EDITH E. HALVORSON

STATE OF ALABAMA)
COUNTY OF Shelby)

I, Kelly J. Varner, a Notary Public for the State of Alabama, do hereby certify that **DONALD O. HALVORSON** and wife, **EDITH E. HALVORSON**, 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 said conveyance, executed the same voluntarily on the day the same bears date.

Given under my hand this the 13th day of December, 2022.

(NOTARY SEAL)

Kelly Varner
Notary Public
My commission expires: 6-14-25

Real Estate Sales Validation Form

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

Grantor's Name Donald O. Halvorson & Edith E. Halvorson
Mailing Address 1068 South Hampton Place
Birmingham, AL 35242

Grantee's Name Donald O. Halvorson, Edith E. Halvorson, Trustees of Halvorson Living Trust
Mailing Address 1068 South Hampton Place
Birmingham, AL 35242

Property Address 1068 South Hampton Place
Birmingham, AL 35242

Date of Sale 12-13-2022
Total Purchase Price \$
or
Actual Value \$
or
Assessor's Market Value \$389,100.00



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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 ☐ Appraisal
☐ Sales Contract ☒ Other Warranty Deed to Living trust
☐ Closing Statement

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 12-30-2022

Print Spencer P. Waddell

☐ Unattested

Sign Spencer P. Waddell

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1