

Send tax notice to:  
MYRON SHANNON BRIENZA  
221 HIGHLAND LAKES 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

2023251T

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Seven Hundred Sixty Thousand and 00/100 Dollars (\$760,000.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, **STACEY MCCOMAS and BRIAN MCCOMAS** whose mailing address is: 1024 Norman Way, Bham AL 35242 (hereinafter referred to as "Grantors") by **MYRON SHANNON BRIENZA and JACQUELINE ELAINE BRIENZA** whose property address is: **221 HIGHLAND LAKES 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, to-wit:

**Lot 154, according to map of Highland Lakes, 1st Sector, an Eddleman Community, as recorded in Map Book 18, page 37, A, B, C, D, E, F & G, in the Probate Office of Shelby County, Alabama.**

**Together with a nonexclusive easement to use the Private Roadway, common area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a residential Subdivision, recorded in Instrument #1994-07111; and amended in Instrument #1996-17543 and further amended in Instrument #1993-31095 in the Probate Office of Shelby County, Alabama; and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a residential subdivision, 1st sector, recorded as Instrument #1994-07112 in the Probate Office of Shelby County, Alabama (which, together with all Instrument #1994-07112 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration")**

SUBJECT TO:

1. Taxes for the year beginning October 1, 2022 which constitutes a lien but are not yet due and payable until October 1, 2023.
2. Restrictions, public utility easements and building setback lines, as shown on the recorded map and survey of Highland Lakes, 1st Sector, an Eddleman Community, as recorded in Map Book 18, Page 37 A, B, C, D, E, F, & G, in the Probate Office of Shelby County, Alabama.
3. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records, including those recorded in Deed Book 28, Page 237.
4. Right of way granted to Water Works and Sewer Board recorded in Instrument # 1995-34035.
5. 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# 1994-07111, with Articles of Incorporation of Highland Lakes Residential Association, Inc., recorded in Instrument # 9402-03947.
6. Declaration of Covenants, Conditions and Restrictions for Highland Lakes, as recorded in Instrument # 1994-0711, amended in Instrument# 1996-17543, and further amended in Instrument # 1999-31095.
7. Easement granted to Alabama Power Company recorded in Book 111, Page 408; in Book 109, Page 70; in Book 149, Page 380; in Book 173, Page 364; in Book 276, Page 670; in Book 134, Page 408; in Book 133, Page 212; in Book 133, Page 210; and in Real 31, Page 355.
8. Right of way granted to Shelby County recorded in Book 196, Page 246.
9. Agreement with Alabama Power Company recorded in Instrument # 1994-01186.
10. Riparian or water rights, claims, or title to water whether or not shown by the public records.
11. The rights of upstream and downstream riparian owners with respect to lake, if any, bordering subject property.

- 12. Lake Easement Agreement executed by Highland Lake Properties, Ltd. And Highland Lake Development, Ltd. Providing for easements, use by others and maintenance of Lake Property described in Instrument #1993-15705.
- 13. Easement for ingress and egress to service Highland Lakes Properties, Ltd. recorded in Instrument #1993-15704.
- 14. Restrictions, mineral and mining rights and rights incident thereto, release of damages and covenant for Storm Water Runoff Control recorded in Instrument #1994-15704.
- 15. Restrictions, mineral and mining rights and rights incident thereto, release of damages and covenant for Storm Water Runoff Control recorded in Instrument #1994-13987, and in Instrument #1998-45269.
- 16. Release of damages and setback restrictions as set out in Instrument #1998-46269 and in Instrument #1994-19387.

\$608,000.00 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.

21 IN WITNESS WHEREOF, said Grantor, has hereunto set his/her hand and seal this the day of July, 2023.

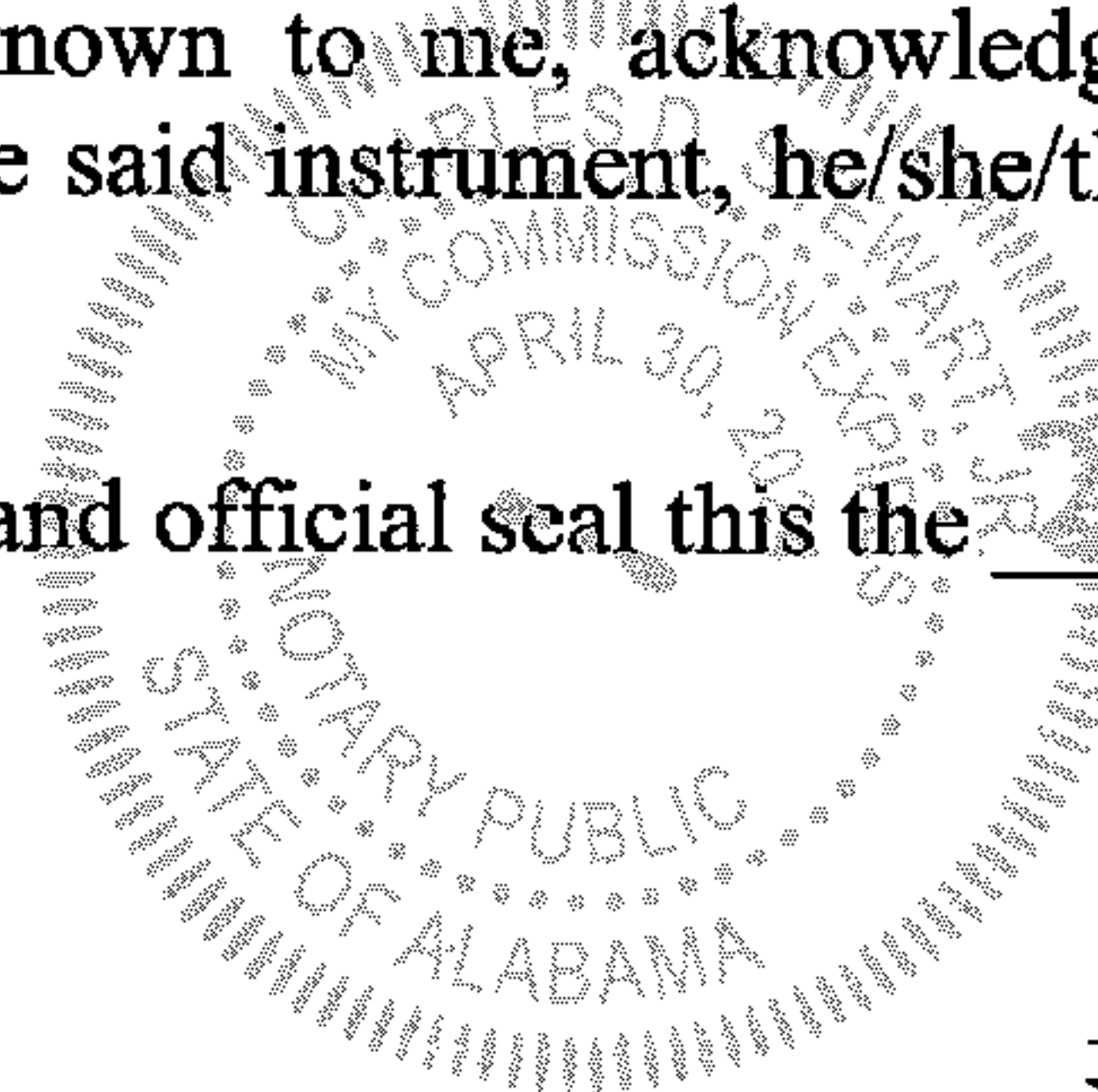
Stacey McComas  
STACEY MCCOMAS

Brian McComas  
BRIAN MCCOMAS

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that STACEY MCCOMAS and BRIAN MCCOMAS whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 21 day of July, 2023.



Charles S. Stewart  
Notary Public  
Print Name: Charles S. Stewart  
Commission Expires: 4-30-24



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
07/27/2023 01:21:14 PM  
\$177.00 JOANN  
20230727000225710

Allie S. Boyd