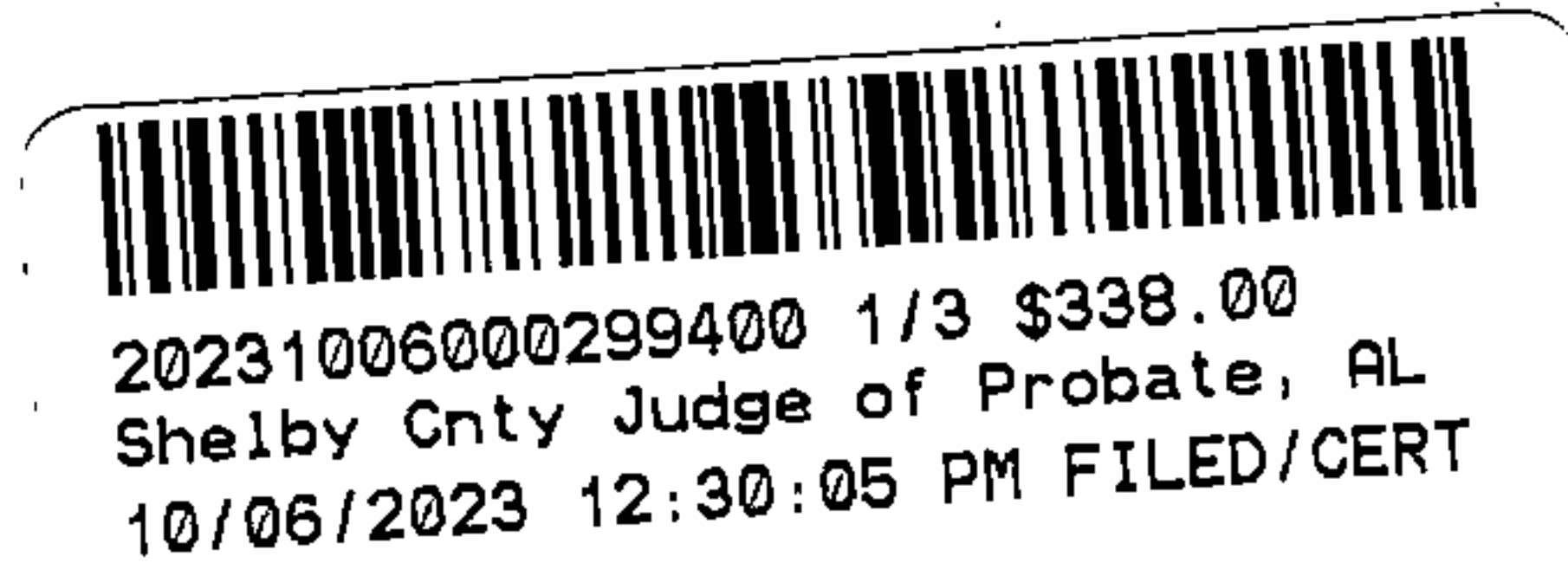


This instrument was prepared by:
Clayton T. Sweeney, Esquire
2700 Highway 280 East
Suite 160
Birmingham, Alabama 35223

Send Tax Notice to:
Alan Kirk
Melanie Kirk
1048 Drayton Way
Birmingham, Alabama 35242

STATE OF ALABAMA)
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED



KNOW ALL MEN BY THESE PRESENTS, that in consideration of **Eight Hundred Fifty Thousand and No/100 Dollars (\$850,000.00)** to the undersigned grantor, **RIDGE CREST HOMES, LLC**, an Alabama limited liability company, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **RIDGE CREST HOMES, LLC**, an Alabama limited liability company, by these presents, grant, bargain, sell and convey unto **ALAN KIRK and MELANIE KIRK** (hereinafter referred to as "Grantee", 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 22-70, according to the Survey of Highland Lakes, 22nd Sector, Phase II, an Eddleman Community, as recorded in Map Book 36, Page 94 A, B & 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 and as amended in Instrument 1996-17543 and 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 with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

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.

\$540,000.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

Subject to:

- (1) Ad Valorem taxes due and payable October 1, 2024 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 #20060605000263860, in said Probate Office.
- (5) Subdivision restrictions, limitations and conditions as set out in Map Book 36, Page 94 A, B & C, in said Probate Office.
- (6) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Instrument 1999-40620, in said Probate Office.
- (7) Subject to the provision of Sections 2.3 and 2.6 of the Declaration, the property shall be subject to the



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Shelby Cnty Judge of Probate, AL
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following minimum setbacks:

- (a) Front setback: as per plot plan which must be approved by the ARC;
 - (b) Rear setback: 35 feet
 - (c) Side setback: 10 feet
- (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 Instrument # 1993-15704 and Instrument #1993-15705, in the said 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) Cable Agreement set out in Inst. No. 1997-33476, in said Probate Office.
- (11) Underground Easement to Alabama Power Company as recorded in Instrument No.1997-19422, in said Probate Office.
- (12) Right of Way to Birmingham Water and Sewer Board as recorded in Instrument 1998-34387; Instrument 1995-34035 and Instrument 2001-49794, in said Probate Office.
- (13) Conditions, Covenants, Agreements, Release of Damages, Restrictions, and Mineral and Mining Rights appearing of record in Instrument 20060609000273050, and in Instrument 20190729000271990 in said Probate Office.

TO HAVE AND TO HOLD to 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 the 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 the 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.

And said Grantor does for itself, its successors and assigns covenant with said Grantees, their heirs and assigns that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted above, that it has 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 said Grantees, their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this 4th day of October, 2023.

SELLER:

RIDGE CREST HOMES, LLC,

an Alabama limited liability company

By:


Doug McAnally

Its: Closing Manager

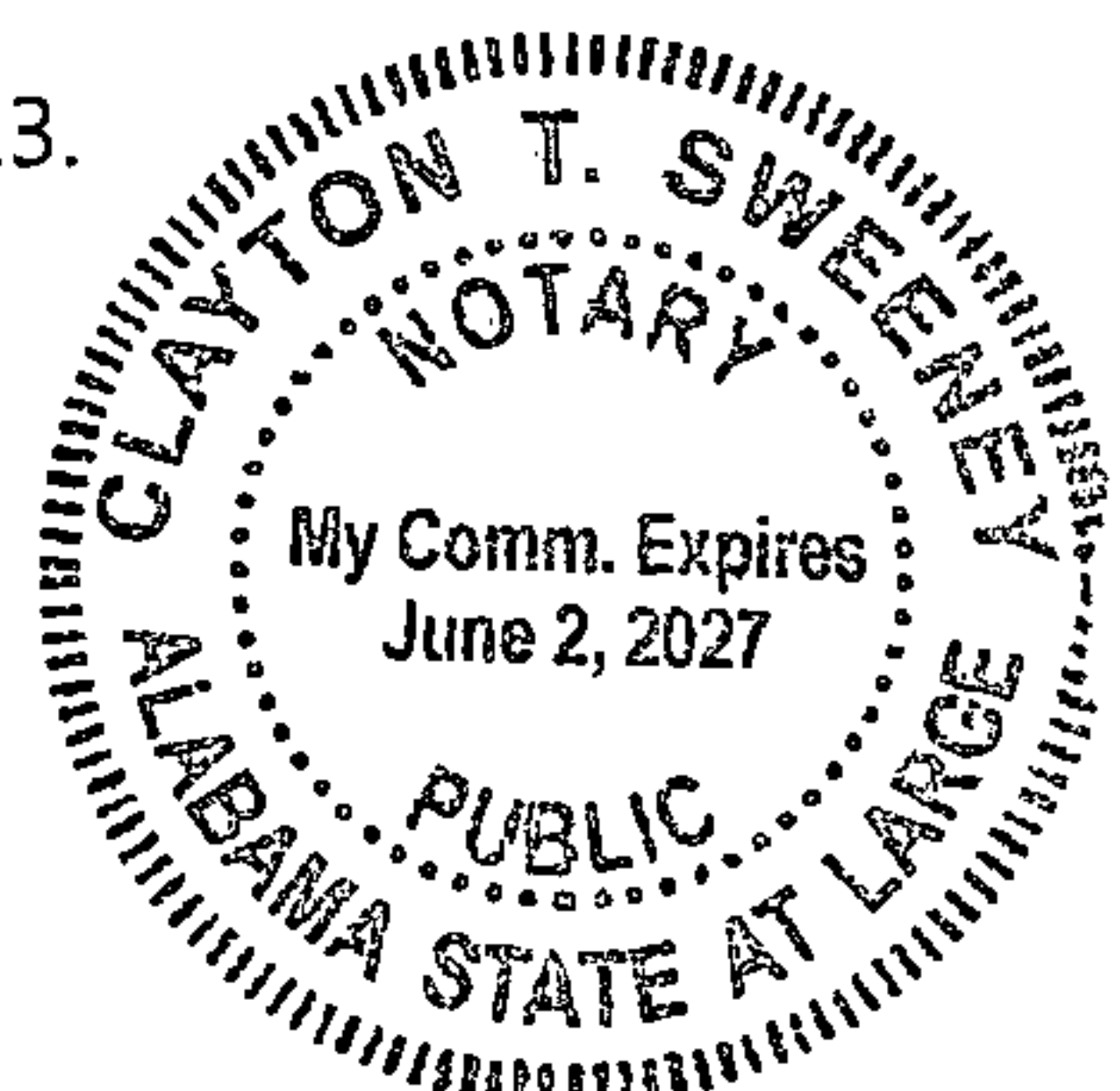
STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Doug McAnally, whose name as Closing Manager for Ridge Crest Homes, 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 Closing Manager, 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 4th day of October, 2023.


NOTARY PUBLIC

My Commission expires: 06-02-2027



Real Estate Sales Validation Form

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

Grantor's Name Ridge Crest Homes, LLC
Mailing Address 215 Narrows Parkway, Suite C
Birmingham, AL 35242
Property Address 1048 Drayton Way
Birmingham, AL 35242

Grantee's Name Alan Kirk and
Melanie Kirk
Mailing Address 1048 Drayton Way
Birmingham, AL 35242

Date of Sale October 4, 2023

Total Purchase Price \$ 850,000.00

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)

- ☐ Bill of Sale
☐ Sales Contract
☒ Closing Statement

- ☐ Appraisal
☐ Other
☐ Deed



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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 10-4-23

Print Doug McAnally, Closing Manager

Unattested

(verified by)

Sign

(Grantor/Grantee/Owner/Agent) circle one