


STATE OF ALABAMA
COUNTY OF SHELBY


20240311000066080 1/3 \$1030.00
Shelby Cnty Judge of Probate, AL
03/11/2024 02:11:42 PM FILED/CERT

THIS INDENTURE MADE AND ENTERED into on this, the 3rd day of January, 2024, by and between **WILLIAM CARTER and wife, SANDRA CARTER** as Grantors, and **William Alton Carter, Sandra A. Carter and Gregory Chase Carter, Trustees, or their successors in interest, of the CARTER FAMILY LIVING TRUST dated January 3, 2024, and any amendments thereto**, as Grantees.

- W I T N E S S E T H -

THAT FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to the Grantors in hand paid by the Grantees, the receipt whereof is hereby acknowledged, the Grantors have given, granted, bargained, sold and conveyed and does by these presents give, grant, bargain, sell and convey unto the Grantees, the following described lots or parcels of land lying and being situated in the County of Shelby, State of Alabama, to-wit:

LEGAL DESCRIPTION IN EXHIBIT "A" IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

NO SURVEY REQUESTED OR DONE, NO TITLE SEARCH OR
OPINION REQUESTED OR DONE.

SUBJECT TO EASEMENTS, RESTRICTIONS, COVENANTS,
ENCUMBRANCES AND MINERAL AND OIL RIGHTS OF RECORD.

TO HAVE AND TO HOLD the above-described lot or parcel of land, together with all and singular the rights, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining unto the Grantees, their heirs and assigns.

THE Grantors herein grant full power and authority by this deed to the Trustees, and either of them, and all successor trustees to protect, conserve, sell, lease, pledge, mortgage, borrow against, encumber, convey, transfer or otherwise manage and dispose of all or any portion of the property herein described, or any interest therein, without the consent or approval of any other party and without further proof of such authority; no person or entity paying money to or delivering property to any Trustee or successor trustee shall be required to see to its application; and all persons or entities relying in good faith on this deed and the powers contained herein regarding the Trustees (or successor trustees) and their powers over the property herein conveyed shall be held harmless from any resulting loss or liability from such good faith reliance.

And the Grantors do hereby covenant with the Grantees that they are lawfully seized in fee of said premises, that they have a good right to sell and convey the same, that same premises are free from encumbrances except ad valorem taxes due October 1, 2024, and that they will warrant and forever defend the title to the said premises against the lawful claims and demands of all persons whomsoever.

Grantors' Mailing Address: 1010 Mountain Trace, Birmingham, AL 35242
Grantees' Mailing Address: 1010 Mountain Trace, Birmingham, AL 35242
Property Address: 1010 Mountain Trace, Birmingham, AL 35242
Date of Transfer: January 3, 2024
Assessed Value: \$1,000,900.00, subject to mortgage of record in instrument
Number 20191106000411630, in the Office of the Judge of Probate of Shelby
County, Alabama, with an estimated principal balance of \$220,000.00.

Shelby County, AL 03/11/2024
State of Alabama
Deed Tax: \$1001.00



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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).

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals on this, the day and year hereinabove first written.

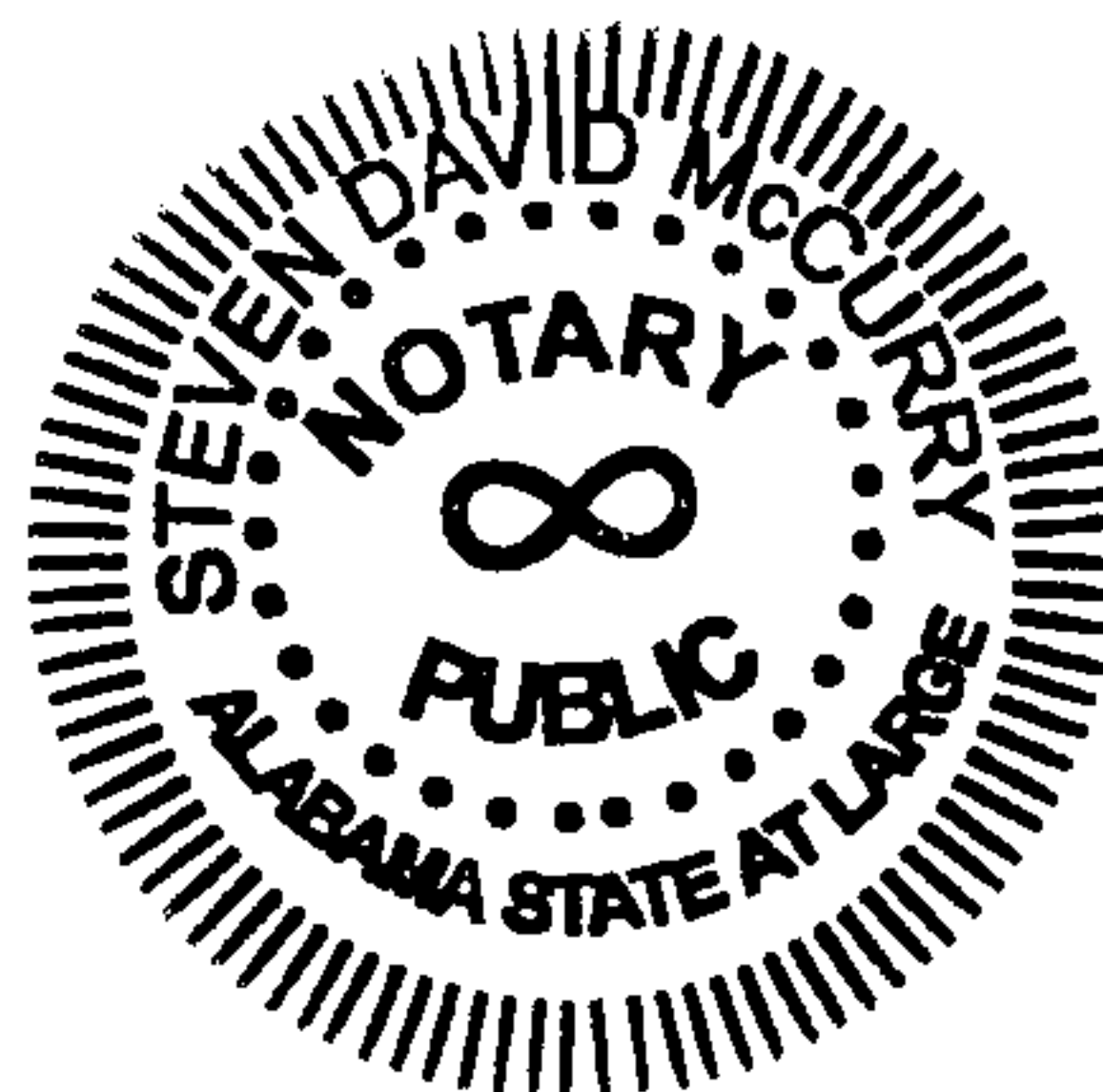
WILLIAM CARTER

SANDRA CARTER

STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that **WILLIAM CARTER and SANDRA CARTER**, whose names are signed to the foregoing conveyance, who are known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal on this the 3rd day of January, 2024.



Notary Public


My commission expires:

4/29/25

This instrument prepared by: S. David McCurry, Brodowski, McCurry, Miller & Hoekenschnieder, 415-A Church Street NW, Suite 200, Huntsville, AL, 35801, (256) 534-4571.

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EXHIBIT "A"


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Lot 2, according to the Survey of Highland Lakes, 2nd Sector, Phase II, an Eddleman Community, as recorded in Map Book 31, Page 134, 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 Highland Lakes, a Residential subdivision, recorded as instrument No. 1994/07111 and amended in Instrument No. 1996/17543 and amended in Instrument No. 1999/31095 in Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 2nd Sector, Phase II, recorded as Instrument No. 20031209000722170 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").