20240618000183380 06/18/2024 03:01:59 PM DEEDS 1/2

SEND TAX NOTICE TO: LeDerrick Kirksey and Keneshia Kirksey 1014 Mountain Trace Birmingham, AL 35242 This instrument prepared by:
S. Kent Stewart
Stewart & Associates, P.C.
3595 Grandview Pkwy, #280
Birmingham, Alabama 35243

WARRANTY DEED

STATE OF ALABAMA COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That, in consideration of ONE MILLION TWO HUNDRED FIFTY THOUSAND AND 00/100 (\$1,250,000.00), the amount which can be verified by the Closing Statement, in hand paid to the undersigned, Tamara Edmiston Nichols and David Nichols, wife and husband, whose address is 681 Waterleaf Avenue Driggs ID 83422 (hereinafter "Grantor", whether one or more), by LeDerrick Kirksey and Keneshia Kirksey, whose address is 1014 Mountain Trace Birmingham AL. 35242 (hereinafter "Grantee", whether one or more), the receipt and sufficiency of which are hereby acknowledged, Grantor does, by these presents, grant, bargain, sell, and convey unto Grantee LeDerrick Kirksey and Keneshia Kirksey, as joint tenants with right of survivorship, the following described real estate situated in Shelby County, Alabama, the address of which is 1014 Mountain Trace, Birmingham, AL 35242 to-wit:

Lot 3, 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.

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 Inst. #1996-17543 in the 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. 20031029000722170 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

Subject to current taxes, all matters of public record, including, but not limited to easements, restrictions of record, and other matters which may be viewed by observation. Mining and mineral rights excepted.

Subject to a third-party mortgage in the amount of \$1,125,000.00 executed and recorded simultaneously herewith.

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TO HAVE AND TO HOLD, unto the said Grantee, and Grantee's heirs, executors, administrators, and assigns forever. The Grantor does for Grantor and for the Grantor's heirs, executors, and administrators, and assigns, covenant with said Grantee, and Grantee's heirs, executors, administrators and assigns, that Grantor is lawfully seized in fee simple of said premises; that it is free from all encumbrances, unless otherwise noted above; that Grantor has good right to sell and convey the same as aforesaid; that Grantor will and Grantor's heirs, executors, and administrators shall warrant and defend the same to the said Grantee, and Grantee's heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantor has set their signature and seal on this 17th day of June, 2024.

Tamara Edmiston Nichols

David Nichols

STATE OF ALABAMA COUNTY OF JEFFERSON

I, the undersigned Notary Public in and for said County and State, hereby certify that Tamara Edmiston Nichols and David Nichols 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 the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17th day of June, 2024.

Notary Public

File No.: PEL-24-3313

PATRICK SKYLER MURPHY Notary Public, Alabama State at Large My Commission Expires 03/25/26

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My Commission Expires: 03 25 2026



Filed and Recorded Official Public Records Judge of Probate, Shelby County Alabama, County Clerk **Shelby County, AL** 06/18/2024 03:01:59 PM \$1275.00 PAYGE

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