

Send tax notice to:
Matthew Jerome Krue
1036 Hermitage Circle
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

2024209

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Five Hundred Thirty-Nine Thousand and 00/100 Dollars (\$539,000.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, **Edward Powers and Patricia Powers, husband and wife**, whose mailing address is 560 Sheffield Way Birmingham AL 35242 (hereinafter referred to as "Grantors") by **Matthew Jerome Krue and Kimberly Buchanan Krue** whose property address is: **1036 Hermitage Circle, Birmingham, AL, 35242** (hereinafter referred to as Grantees"), the receipt and sufficiency of which are hereby acknowledged, Grantors do, 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 3106, according to the Amended Map of Highland Lakes, 3rd Sector, Phase I, an Eddleman Community, as recorded in Map Book 21, Page 124, in the Probate Office of Shelby County, Alabama; being situated in 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, in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a residential subdivision, 3rd Sector, Phase 1, recorded as Instrument No. 1966-17544 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, 2023 which constitutes a lien but are not yet due and payable until October 1, 2024.
2. Easements, building lines and restrictions as shown on recorded map.
3. Right of way to Water works and Sewer Board of the City of Birmingham, recorded in Instrument 1997-04027.
4. Right of way to Shelby County recorded in Book 95, page 503.
5. The rights of upstream and downstream riparian owners with respect to use of the lake, if any.
6. Lake Easement Agreement providing for easements, use by others, and maintenance of Lake Property described within Instrument No. 1993-15705.
7. Easement for ingress and egress recorded in Instrument No. 1993-15704.
8. Easement to the Birmingham Water Works Board recorded in Instrument 1996-25667.
9. Building lines, easements, restrictions, covenants, conditions, limitations, mineral and mining rights and rights incident thereto and release of damages recorded in Instrument 1997-23294.

10. Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument 1994-07111; Amendment recorded in Instrument 1996-17543 and Instrument 1999-31095; Articles of Incorporation of Highland Lakes Residential Association, Inc. recorded in Instrument 9402-3947 in the Probate Office of Jefferson County, Alabama.
11. Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, Third Sector, Phase One, recorded in Instrument 1996-17544 and amended in Instrument No. 20151230000442880.
12. Setback lines, Covenants, Restrictions and Agreements recorded in Instrument 1999-13552.
13. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages.

\$269,000.00 OF THE CONSIDERATION AS WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.

TO HAVE AND TO HOLD unto the said Grantees, their successors and assigns forever.

The Grantors do for themselves, their successors and assigns, covenant with the Grantees, their successors and assigns, that they are lawfully seized in fee simple of said premises; that they are free from all encumbrances, except as shown above; that they have a good right to sell and convey the same as aforesaid; and that they will, and their 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.

IN WITNESS WHEREOF, said Grantors, have hereunto set their hand and seal this the 28 day of June, 2024.

Edward Powers
Edward Powers

Patricia Powers
Patricia Powers

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in ~~and for~~ said County, in said State, hereby certify that Edward Powers and Patricia Powers whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 28 day of June, 2024.

Notary Public
Print Name: Charles D. Jackson
Commission Expires: 30-28

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/01/2024 10:46:09 AM
\$295.00 BRITTANI
20240701000195970



Allen S. Boyd