Send tax notice to:
Jerald R Johns
1100 Dunnavant Place
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

2024285

## WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Five Hundred Seventy-Four Thousand and 00/100 Dollars (\$574,000.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, **Sharon Daniel FKA Sharon Peace**, a single individual, whose mailing address is: 2 (186 (hereinafter referred to as "Grantors") by **Jerald R Johns and Celeste C Johns** whose property address is: 1100 Dunnavant Place, 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 2531, according to the Survey of Highland Lakes, 25th Sector, Phase II, an Eddleman Community, as recorded in Map Book 36, page 41, 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 #1994-07111, and amended in Instrument #1996-17543, and further amended in Inst. No. 1999-31095, in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highlands Lakes, a Residential Subdivision, 25th Sector, Phase II, recorded in Instrument No. 20051229000667940, 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. Easement(s), building line(s) and restriction(s) as shown on recorded map.
- 3. Easement/right of way to Birmingham Water and Sewer Board as recorded in Instrument Number 1997-4027 and Instrument No. 1996-25667.
- 4. 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.
- 5. Declaration of Covenants, Conditions and Restrictions of Highland Lakes, a Residential Subdivision, 25th Sector, Phase II recorded in Instrument No. 20051229000667940, in the Probate Office of Shelby County, Alabama.
- 6. Right of way and agreement with Alabama Power Company as to covenants pertaining thereto, to be recorded in said Probate Office.
- 7. Shelby Cable agreement as set out in Instrument No. 1997-33476 in said Probate Office.

- 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 Inst. #1993-15705, in the Probate Office.
- 9. Easement(&) 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. Release(s) of damages set out in instrument(s) recorded in Instrument No. 2005050505000214850 in said Probate Office.
- 11. 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.

\$0.00 OF THE CONSIDERATION AS WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.

Sharon Peace and Sharon Daniel are one and the same person.

Sharon Peace is the surviving grantee of deed recorded in Inst. No. 20060609000273970 in the Probate Office of Shelby County, Alabama. The other grantee, Dan Peace having died on or about the 18<sup>th</sup> day of May, 2022.

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.

IN WITNESS WHEREOF, said Grantor, has hereunto set his/her hand and seal this the \_\_\_\_\_\_\_ day of August, 2024.

Sharon Daniel

STATE OF ALABAMA COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Sharon Daniel 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  $\frac{1}{2}$  day of August, 2024.

Notary Public

Print Name:

Commission Expires:

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL

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