

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

Send Tax Notice to:
Timothy Mark Bothwell
Amanda Bothwell
219 Ashland Drive
Birmingham, AL 35242

STATE OF ALABAMA)
COUNTY OF SHELBY)

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of **Five Hundred Eighty Seven Thousand Five Hundred and No/100 Dollars (\$587,500.00)** to the undersigned grantor, **Dana Voss Wadsworth and husband, Russell L. Wadsworth, II**, (herein referred to as "Grantors"), in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said Grantors, do by these presents, grant, bargain, sell and convey unto **Timothy Mark Bothwell and Amanda Bothwell**, (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 3109, according to the Map of Highland Lakes, an Eddleman Community, 31st Sector, an Eddleman Community, as recorded in Map Book 34, Page 149, 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 Instrument No. 1996-17543, and further amended in Inst. #1999-31095, in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 31st Sector, recorded as Instrument #20051215000649670, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

Mineral and mining rights excepted.

\$558,125.00 of the consideration was paid from the proceeds of a mortgage closed simultaneously herewith.

The above property is conveyed subject to:

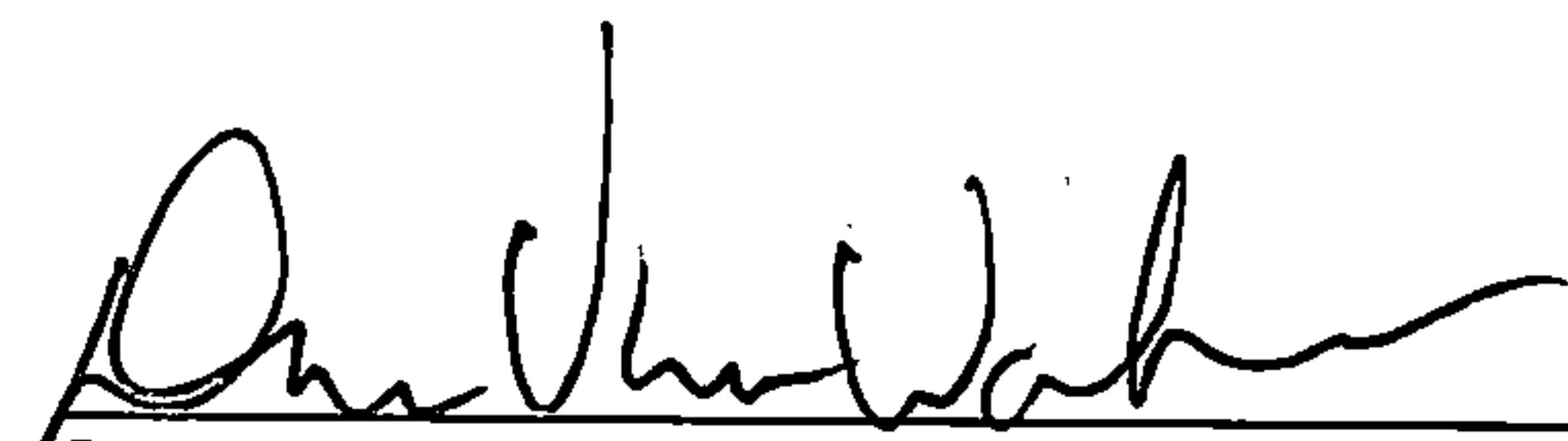
- (1) Ad Valorem taxes due and payable October 1, 2025, and all subsequent years thereafter, including any "roll-back taxes."
- (2) Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, which provides, among other things, for an Association to be formed 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.
- (3) Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 31st Sector, Phase I, as recorded in Instrument #20051215000649670, in the Probate Office of Shelby County, Alabama.
- (4) Subdivision restrictions, limitations and conditions as set out in Map Book 34, Page 149, in said Probate Office.
- (5) 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 described within Instrument No. 1993-15705.

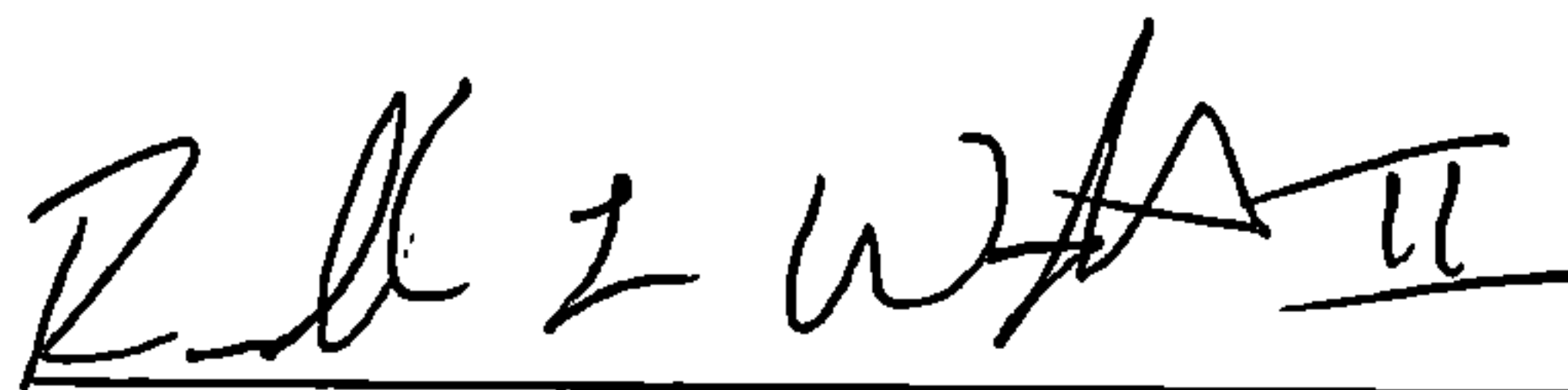
- (6) Easement for ingress and egress to serve Highland Lakes Development executed by Highland Lakes Development, Ltd., to Highland Lakes Properties, Ltd., recorded as Instrument #1993-15704, in said Probate Office.
- (7) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out as Deed Book 28, Page 237, Instrument 1998-7776; Instrument 1998-7777 and Instrument 1998-7778, said Probate Office.
- (8) Public utility easements as shown by recorded plat, including any tree bufferline as shown on recorded plat.
- (9) Subject to the provision of Sections 2.3 and 2.6 of the Declaration, the property shall be subject to the following minimum setbacks:
 - (a) Front setback: As per plot plan which must be approved by the ARC;
 - (b) Rear setback: As per plot plan which must be approved by the ARC
 - (c) Side setback: As per plot plan which must be approved by the ARC
- (10) Right(s) of Way(s) granted to Alabama Power Company by instrument(s) recorded in Instrument #1994-1186 in said Probate Office.
- (11) Release of damages as recorded in Instrument 2005050002144950, in said Probate Office.
- (12) Restrictions, Covenants, Conditions, Limitations, Restrictions, Mineral and Mining Rights and Releases of Damages appearing of record appearing of record in Instrument 200612290006349930 in said Probate Office

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said GRANTEES, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor, forever.


AND SAID GRANTOR, for said GRANTOR'S, GRANTOR'S heirs, successors, executors and administrators, covenants with GRANTEE, and with GRANTEES' heirs and assigns, that GRANTOR is lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; the GRANTOR has a good right to sell and convey said Real Estate; and that GRANTOR will, and GRANTOR'S heirs, executors and administrators shall, warrant and defend the same to said GRANTEE, and GRANTEES' heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals on this 3rd day of October, 2024.


Dana Voss Wadsworth

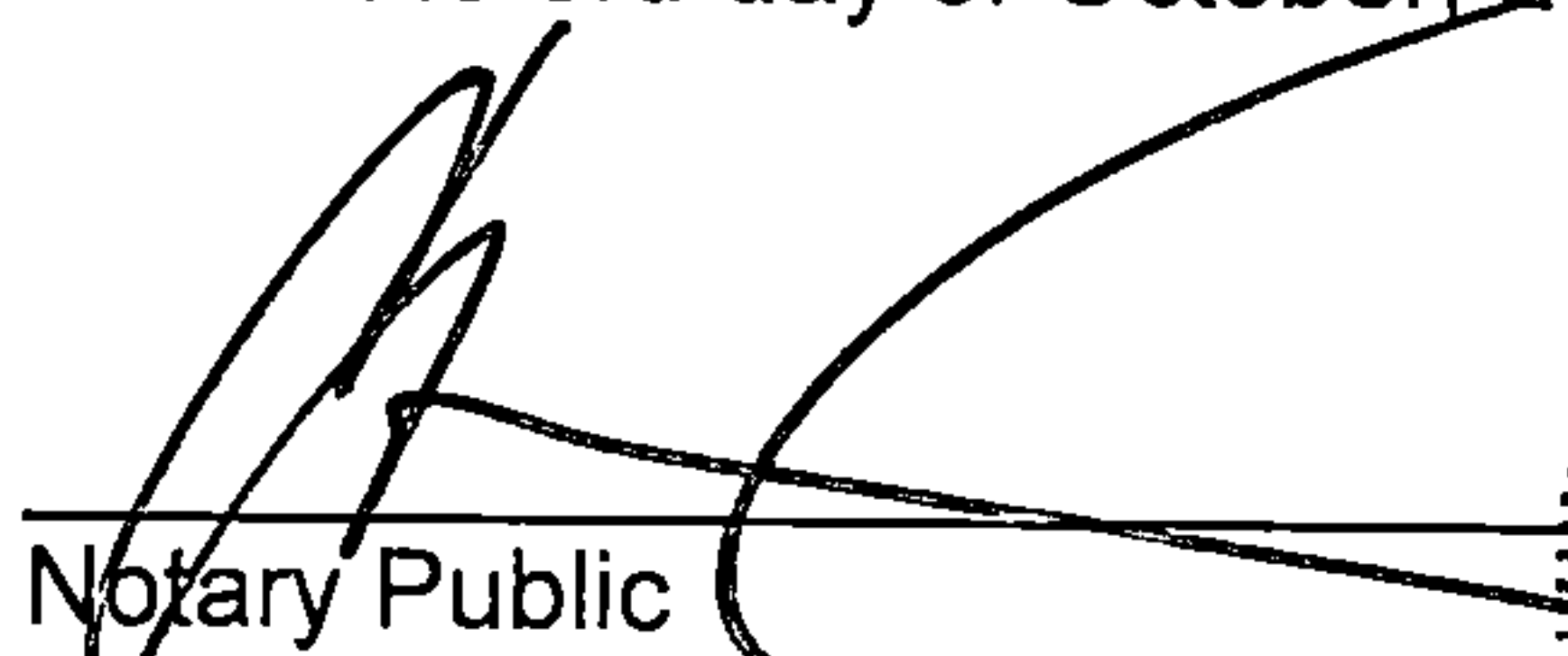
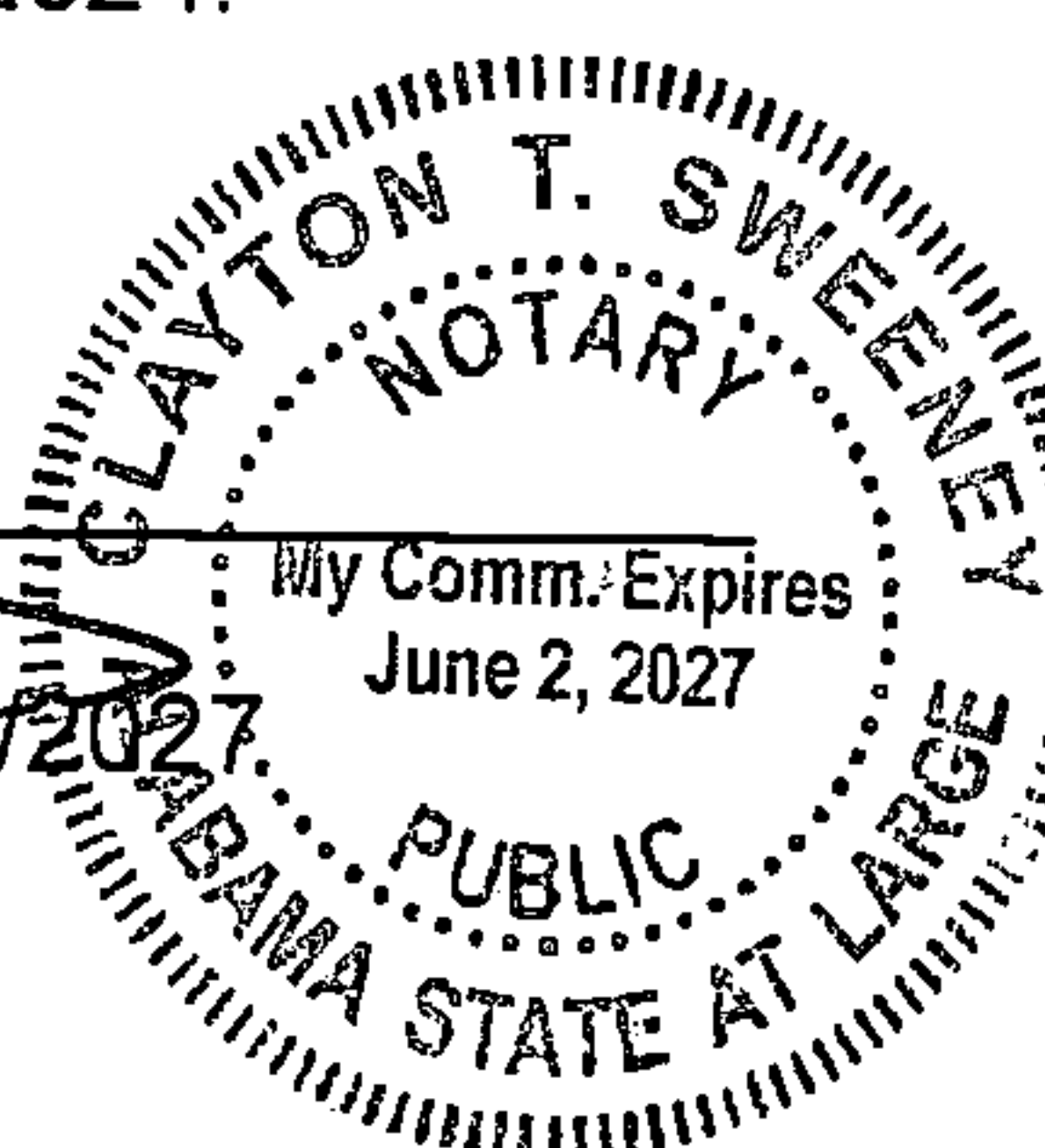

Russell L. Wadsworth, II

STATE OF ALABAMA)
COUNTY OF JEFFERSON)


20241009000317420 2/3 \$57.50
Shelby Cnty Judge of Probate, AL
10/09/2024 11:41:00 AM FILED/CERT

I, the undersigned, a Notary Public in and for said County in said State hereby certify that **Dana Voss Wadsworth and husband, Russell L. Wadsworth, II**, whose names are signed to the foregoing deed, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, they, executed the same voluntarily for on the day the same bears date.

Given under my hand and official seal of office this the 3rd day of October, 2024.


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 Dana Voss Wadsworth and
Russell L. Wadsworth, II

Grantee's Name Timothy Mark Bothwell and
Amanda Bothwell

Mailing Address 233 Highland Lakes Drive
Birmingham, AL 35242

Mailing Address 219 Ashland Drive
Birmingham, AL 35242

Property Address 219 Ashland Drive
Birmingham, AL 35242

Date of Sale October 3, 2024

Total Purchase Price \$ 587,500.00

or

Actual Value \$

or

Assessor's Market Value \$



20241009000317420 3/3 \$57.50
Shelby Cnty Judge of Probate, AL
10/09/2024 11:41:00 AM FILED/CERT

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)

- | | |
|---|--|
| <input type="checkbox"/> Bill of Sale | <input type="checkbox"/> Appraisal/ Assessor's Appraised Value |
| <input type="checkbox"/> Sales Contract | <input type="checkbox"/> Other – property tax redemption |
| <input checked="" type="checkbox"/> Closing Statement | |

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 _____

Print Dana Voss Wadsworth and Russell L. Wadsworth, II

Unattested

(verified by)

Sign

(Grantor/Grantee/Owner/Agent) circle one