



20250212000042780 1/4 \$681.00
Shelby Cnty Judge of Probate, AL
02/12/2025 10:59:24 AM FILED/CERT

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

Send Tax Notice to:
Gary John Christian
Kimberly Ann Christian
1001 Parkwood Rd
Birmingham, AL 35242

STATE OF ALABAMA)
COUNTY OF SHELBY)

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of SIX HUNDRED FORTY NINE THOUSAND NINE HUNDRED and NO/100 Dollars (\$649,900.00) to the undersigned grantor, MCGINNIS CONSTRUCTION CO., INC., an Alabama corporation (herein referred to as "Grantor"), in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said MCGINNIS CONSTRUCTION CO., INC., an Alabama corporation, does by these presents, grant, bargain, sell and convey unto GARY JOHN CHRISTIAN and KIMBERLY ANN CHRISTIAN (hereinafter referred to as "Grantees", whether one or more), the following described real estate (the "property"), 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 situated in Shelby County, Alabama, to-wit:

Lot 2836, according to the Survey of Highland Lakes, 28th Sector, an Eddleman Community, as recorded in Map Book 34, Page 30, 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 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, 28th Sector, recorded as Instrument # 20041109000615190, 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.

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) Public utility easements as shown by recorded plat, including any tree bufferline as shown on recorded plat.
- (3) 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.
- (4) 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.

Shelby County, AL 02/12/2025
State of Alabama
Deed Tax: \$650.00



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- (5) Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 28th Sector, as recorded as Instrument #20041109000615190, in the Probate Office of Shelby County, Alabama.
- (6) Subdivision restrictions, limitations and conditions as set out in Map Book 34, Page 30, in the Probate Office of Shelby County, Alabama.
- (7) Mineral and mining rights and rights incident thereto and Release of damages as recorded in Instrument 20040823000471380, in the Probate Office of Shelby County, Alabama.
- (8) Right of way granted to Birmingham Water and Sewer Board by Instrument No. 20040311000126880 and Instrument No. 20040311000126870, in the Probate Office of Shelby County, Alabama.
- (9) Lake Easement Agreement executed by Highland Lakes Properties, Ltd. and McGinnis Construction Co., Inc., providing for easements, use by others, and maintenance of Lake property as shown by instrument recorded in Inst. #1993-15705, in the Probate Office.
- (10) Easement(s) for ingress and egress to serve Highland Lakes Development executed by McGinnis Construction Co., Inc., to Highland Lakes Properties, Ltd., recorded as Instrument #1993-15704 in said Probate Office.
- (11) Cable Agreement set out in Inst. No. 1997-33476, in said Probate Office.
- (12) Restrictive Covenants regarding Stream Easement Area recorded in Instrument 20070601000256340, in said Probate Office.
- (13) Easement to Double Oak Water Reclamation, LLC as recorded in Instrument 20041206000667390, in said Probate Office.
- (14) Conditions, Covenants, Agreements, and Release of Damages recorded in Instrument 20120217000059960, in said Probate Office.
- (15) Grant of Land Easement with Restrictive Covenants granted to Alabama Power Company, recorded in Instrument 2004091000506180 in the Probate Office of Shelby County, Alabama.

McGinnis Construction Co., Inc. is one and the same entity as McGinnis Construction, Inc.

Grantees agree to observe and perform all obligations imposed upon said Grantees pursuant to the Declarations, including but not limited to the obligation to pay assessments levied on the property herein conveyed in accordance with the Declarations.

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, GRANTOR' successors and assigns, covenants with GRANTEES, 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; that GRANTOR has a good right to sell and convey the said Real Estate; and that GRANTOR will, and GRANTOR'S successors and assigns shall, warrant and defend the same to said GRANTEES, and GRANTEES' heirs and assigns, forever against the lawful claims of all persons.



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IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this 30th day of January, 2025.

GRANTOR:

MCGINNIS CONSTRUCTION CO., INC.
an Alabama corporation

By: Rodney McGinnis Pres.
Rodney McGinnis,
Its: President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Rodney McGinnis, whose name as President of McGinnis Construction Co., Inc., an Alabama corporation, is signed to the foregoing Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal of office this the 30th day of January, 2025.

[Signature]
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	McGinnis Construction Co., Inc.	Grantee's Name	Gary John Christian and Kimberly Ann Christian
Mailing Address	120 Summer Circle Birmingham, AL 35242	Mailing Address	1001 Parkwood Road Birmingham, AL 35242
Property Address	1001 Parkwood Road Birmingham, AL 35242	Date of Sale	January 30, 2025
		Total Purchase Price	\$ 649,900.00
		or	
		Actual Value	\$
		or	
		Assessor's Market Value	\$



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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).

McGinnis Construction Co., Inc.

Date _____

Print Rodney G. McGinnis, President

Unattested
(verified by)

Sign 
(Grantor/Grantee/Owner/Agent) circle one