

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

Send Tax Notice to:
Chase Pays Cash, LLC
7510 Arrowhead Lane
Trussville, AL 35173

STATE OF ALABAMA)
COUNTY OF SHELBY)

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of **Four Hundred Eighty Five Thousand and No/100 Dollars (\$485,000.00)** to the undersigned grantor, **Jawina M. Ruth and husband, Reginald D. Ruth and Spencer Barnett, an unmarried man**, (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 **Chase Pays Cash, LLC**, an Alabama limited liability company, (hereinafter referred to as "Grantee", whether one or more), their heirs, personal representatives, successors and assigns, the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 3201 according to the Map of Highland Lakes, an Eddleman Community, 32nd Sector, an Eddleman Community, as recorded in Map Book 35, Page 23, 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, 32nd Sector, recorded as Instrument #20050609000280550, 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.

\$388,000.00 of the consideration was paid from the proceeds of a mortgage loan 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, Thirty Second Sector, as recorded in Instrument #20050609000280550, in the Probate Office of Shelby County, Alabama.
- (4) Subdivision restrictions, limitations and conditions as set out in Map Book 35, Page 23, 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 81, Page 417, in 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 Book 111, Page 408, Book 109, Page 70, Book 149, Page 380, Book 173, Page 364, Book 276, Page 670, Book 134, Page 408 Book 133, Page 212, Book 133 Page 210, Real Volume 31, Page 355, and Instrument #1994-1186 in said Probate Office.
- (11) Rights(s) of Way(s) granted to Shelby County, Alabama by instrument(s) recorded in Book 196, Page 246 in said Probate Office.
- (12) Scenic View Easement as reserved in Article III Paragraph 3.3 in the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 32nd Sector, recorded as Instrument #20050609000280550


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 GRANTEE, successors and assigns forever.

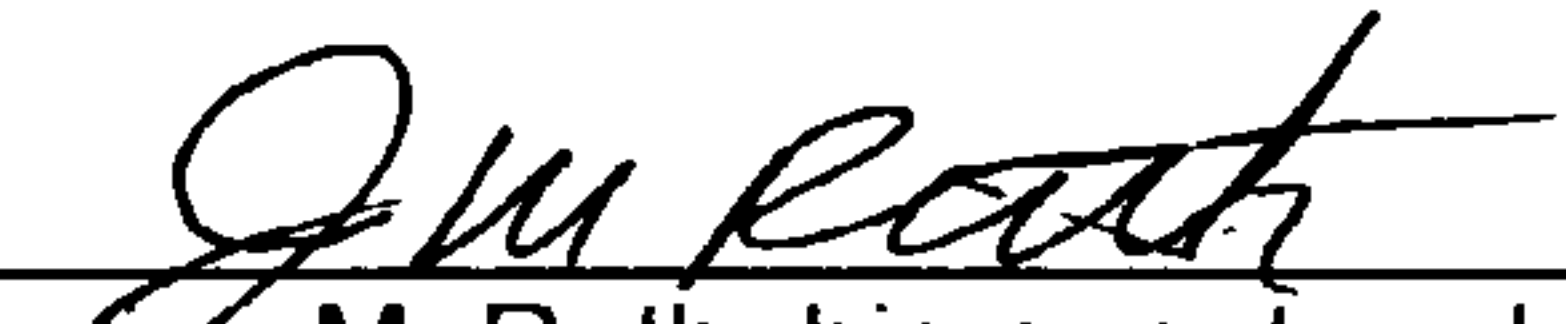
AND SAID GRANTORS, for said GRANTORS', GRANTORS' heirs, successors, executors and administrators, covenants with GRANTEE, and with GRANTEE'S successors and assigns, that GRANTORS' are lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, 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 GRANTORS have a good right to sell and convey said Real Estate; and that GRANTORS will, and GRANTORS' heirs, executors and administrators shall, warrant and defend the same to said GRANTEE, and GRANTEE'S successors 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 25th day of February, 2025.


Jawina M. Ruth


Spencer Barnett


Reginald D. Ruth


BY: 
Jawina M. Ruth, his agent under Durable
Power of Attorney recorded in Shelby County
Instrument #20230816000247270

**STATE OF ALABAMA)
COUNTY OF JEFFERSON)**

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Jawina M. Ruth and husband, Reginald D. Ruth, 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 25th day of February, 2025.



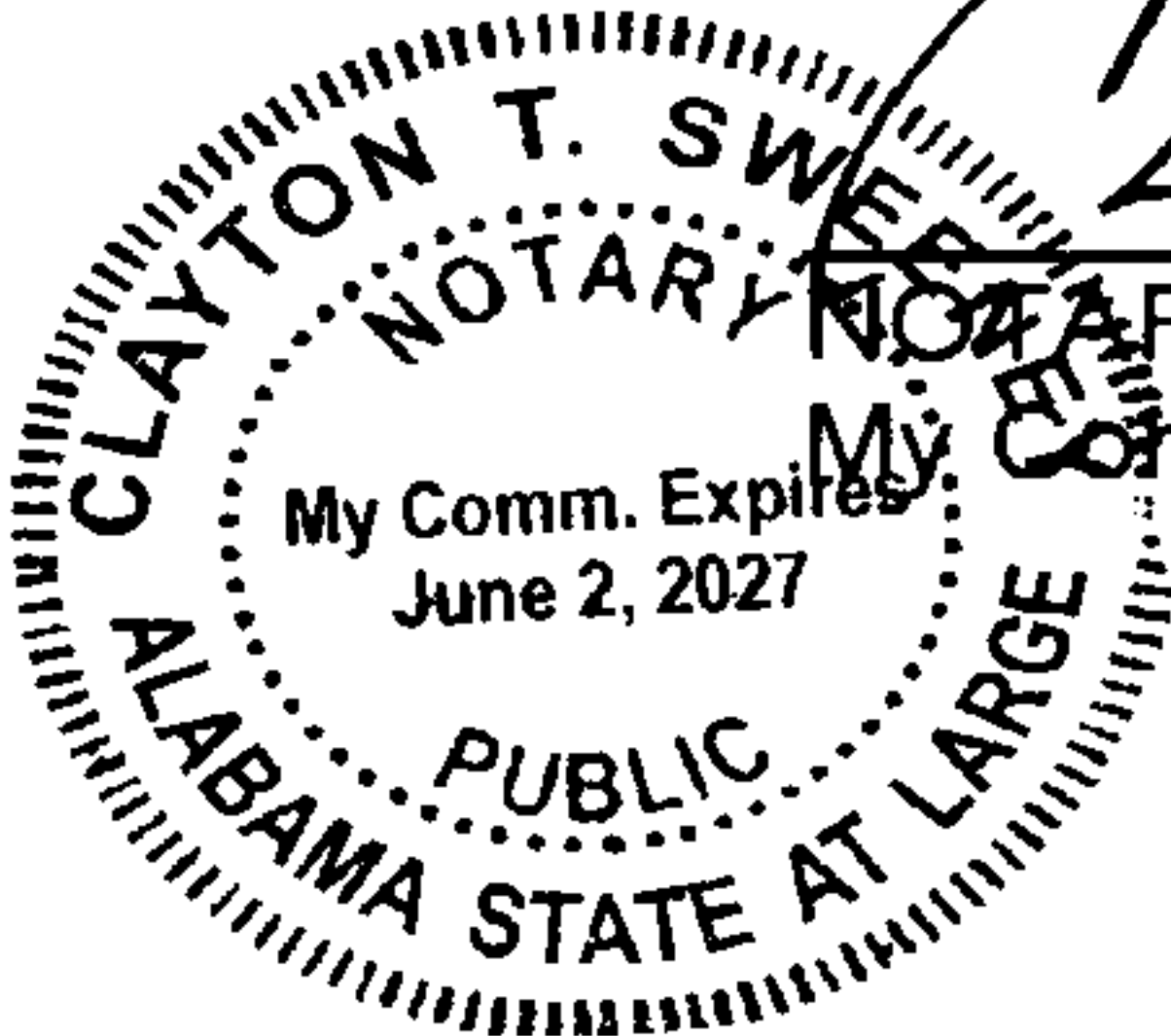

Notary Public
My Commission Expires: 06/02/2027


Power of Attorney Notary Acknowledgment

STATE OF ALABAMA }
COUNTY OF JEFFERSON }

I, Clayton T. Sweeney, a Notary Public, in and for said county and in said state, hereby certify that **Jawina M. Ruth**, whose name as Agent or Attorney in Fact for **Spencer Barnett**, under that certain Limited Durable Power of Attorney recorded herewith in Instrument No. 20230816000247270 in the Probate Office of Shelby County, Alabama, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, in her capacity as such Attorney in Fact, executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this the 25th day of February, 2025.




NOTARY PUBLIC
My Commission Expires: 06/02/2027

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

or

Assessor's Market Value \$ _____

instructions