

Send tax notice to:
Rebecca T Lyons
1068 South Hampton 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

2025178

SHELBY COUNTY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That is consideration of Four Hundred Ninety Thousand and 00/100 Dollars (\$490,000.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, **David J Halvorson, Trustee of The Halvorson Living Trust dated July 23, 2013**, whose mailing address is: 1173 Graystone Crest, B'ham, AL 35244 (hereinafter referred to as "Grantor") by **Scott Lyons and Rebecca Treadwell Lyons** whose property address is: **1068 South Hampton 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 88, according to the Survey of The Village at Highland Lakes Regent Park Neighborhood, Phase Two, as recorded in Map Book 38, page 125, in the Probate Office of Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common areas, all as more particularly described in the Declaration of Easements and Master Protective Covenants for The Village at Highland Lakes, a Residential Subdivision, recorded in Instrument 20060421000186650 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for The Village at Highland Lakes, a Residential Subdivision, Regent Park Neighborhood, recorded in Instrument 2007022300084910, 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, 2024 which constitutes a lien but are not due and payable until October 1, 2025.
2. Easement(s), building line(s) and restriction(s) as shown on recorded map.
3. Restrictions appearing of record in Inst. No. #20041202000659280 and amended in Inst. No. 20060524000244790 in the Probate Office of Shelby County, Alabama.
4. Easement to Alabama Power Company as recorded in Inst. No. 20060630000314890, Inst. No. 20060630000315260, Inst. No. 20060630000315270, and Inst. No. 20080401000130220 in the Probate Office of Shelby County, Alabama.
5. Easement to Bellsouth Telecommunications as recorded in Inst. No. 20050803000394300 in the Probate Office of Shelby County, Alabama.
6. Grant of Land Easement with Restrictive Covenants as recorded in Inst. No. 20061212000610650, Inst. No. 20060828000422180, and Instrument 20071108000516450 in the Probate Office of Shelby County, Alabama.
7. Declaration of Covenants, Conditions and Restrictions as recorded in Inst. No. 2007022300084910, Amended in Inst. No. 20070830000408300, Amended in Inst. No. 20080501000178840, Amended in Inst. No. 2009012100018210, and further Amended in Inst. No. 2011012500025020, corrective supplement recorded in Inst. No. 20110406000107050, Fifth Supplement recorded in Inst. No. 20110406000107060 in the Probate Office of Shelby County, Alabama.
8. Declaration of Easement and Master Protective Covenants as recorded in Inst. No.
9. 200604210000186650 in the Probate Office of Shelby County, Alabama.
10. Articles of Incorporation of Highland Village Residential Association as recorded in Inst. No. 20060314000120380 in the Probate Office of Shelby County, Alabama, and re-recorded in Instrument LR 200605, Page 6696 in the Probate Office of Shelby County, Alabama.

11. Right-of-way granted to Shelby County recorded in Deed Book 196, Pages 237, 248 and 254, Inst. No. 1992-15747, and Inst. No. 1992-24264 in the Probate Office of Shelby County, Alabama.
12. Right-of-way granted to Alabama Power Company recorded in Deed Book 247, Page 905, Deed Book 139, Page 569, and Deed Book 134, Page 411 in the Probate Office of Shelby County, Alabama.
13. Right of way as recorded in Shelby Real 103, Page 844, and Map Book 3, Page 148, in the Probate Office of Shelby County, Alabama.
14. Easement for Ingress/Egress recorded in Deed Book 321, Page 812, in the Probate Office of Shelby County, Alabama.
15. Articles of Incorporation of The Village at Highland Lakes Improvement District recorded as Inst. No. 20051209000637840 and the Notice of Final Assessment of Real Property as recorded in Inst. No. 20051213000644260 in the Probate Office of Shelby County, Alabama.
16. Reservations, limitations, conditions, and release of damages as recorded in Inst. No. 20051229000667950 in the Probate Office of Shelby County, Alabama.
17. Memorandum of Sewer Service Agreement Regarding the Tillage at Highland Lakes as recorded in Inst. No. 20121107000427760 in the Probate Office of Shelby County, Alabama.
18. Restrictive Covenants appearing of record in Inst. No. 20110406000107060, in the Probate Office of Shelby County, Alabama, but omitting any covenant or restrictions based on race, color, religion, sex, handicap, familial status, or national origin.
19. 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, are not insured herein.

\$367,500.00 OF THE CONSIDERATION AS WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.

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, the said Grantor, The Halvorson Living Trust, by David J Halvorson, its Trustee, who is authorized to execute this conveyance, has hereunto set his signature and seal on this the 23 day of May, 2025.

The Halvorson Living Trust

By:

David J Halvorson, Trustee

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that David J Halvorson, whose name as Trustee of The Halvorson Living Trust, dated July 23, 2013, whose name is signed to the foregoing instrument, and who known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument and with full authority, he, as said trustee executed the same voluntarily for and as the act of said Trust.

Given under my hand and official seal this the 23 day of May, 2025.

Notary Public

Print Name

Commission Expires

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/27/2025 10:53:48 AM
\$147.50 JOANN
20250527000159860



Allen S. Bayl