

Send tax notice to:
Robert Ferrell Hataway
100 Linden Lane
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

2025300

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Six Hundred Thirty-One Thousand Five Hundred and 00/100 Dollars (\$631,500.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, **William K Forbes, a single individual**, whose mailing address is 205 1st St, Birmingham, AL 35242 (hereinafter referred to as "Grantors") by **Robert Ferrell Hataway and Connie S Hataway** whose property address is: **100 Linden Lane, 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 31-16, according to the Survey of Highland Lakes, 31st Sector, Phase I, an Eddleman Community, as recorded in Map Book 34, Page 149, 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, 31st Sector, Phase I, recorded in Instrument No. 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.

SUBJECT TO:

1. Taxes for the year beginning October 1, 2024 which constitutes a lien but are not yet due and payable until October 1, 2025.
2. Subject to covenants, conditions and restrictions (deleting therefrom, and restrictions indicating any preference, limitation, or discrimination based on race, color, religion, sex, handicap, family status or national origin) as set forth in the document recorded in Instrument No. 1994-7111, amended in Inst. No. 1996-17543 and in Inst. No. 1999-31095; along with Articles of Incorporation of Highland Lakes Residential Association, Inc. as recorded in Instrument No. 9402/3947, and Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 31st Sector, Phase I, recorded in Inst. No. 20051215000649670, in the Office of the Judge of Probate of Jefferson County, in the Probate Office of Shelby County, Alabama.
3. 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-

4. Easement for ingress and egress to serve Highland Lakes Development executed by Highland Lakes Development, Ltd. to Highland Lakes Properties, Ltd. recorded as Instrument No. 1993-15704 in Probate Office.
5. Title to all oil, gas and minerals within and underlying the premises, together with all oil and mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Book 28, Page 237, Inst. No. 1998- 7776, Inst. No. 1998-7777 and Inst. No. 1998-7778, in the Probate Office of Shelby County, Alabama.
6. Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities and limitations as applicable as set out in and as referenced in Instrument No. 20050422000192660.
7. Public utility easements as shown by recorded plat, including any tree buffer line shown thereon.
8. Subject to the provision of Section 2.3 and 2.6 of the Declaration, the property shall be subject to the following minimum setbacks: a) Front, rear and side setback as per plot plan which must be approved by the ARC.
9. Restrictions, limitations and conditions as set out in Map Book 34, Page 149.
10. Right of way to Alabama Power Company as recorded in 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
11. 210 and Real Volume 31, Page 355, in the Office of the Judge of Probate of Shelby County, Alabama.
12. Right of way to Shelby County, Alabama as recorded in Book 196, Page 246, in the Office of the Judge of Probate of Shelby County, Alabama.
13. Agreement with Alabama Power Company as to covenants pertaining thereto, recorded as Instrument No. 1999- 1186, in said Probate Office.
14. Rights of riparian owners in and to the use of Lake, if any.
15. Restrictive Covenants and Grant of Land Easement for underground facilities in subdivision to Alabama Power Company as recorded in Instrument No. 20050203000056300.
16. Right of way granted to Birmingham Water and Sewer Board as set forth in Inst. No. 1997-4027 and Inst. No. 1996-25667, in the Office of the Judge of Probate of Shelby County, Alabama.
17. Release of damages as recorded in Inst. No. 20050505000214850, as recorded in the Probate Office of Shelby County, Alabama.

William K Forbes is the surviving grantee of that certain deed recorded in Instrument #2006-591240 in the Probate Office of Shelby County, Alabama; the other Grantee, Mary Lois Forbes, having died on or about February 1, 2021.

William K Forbes and William Keister Forbes are one and the same person.

\$599,925.00 OF THE CONSIDERATION AS WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.

TO HAVE AND TO HOLD unto the said Grantees, their 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.

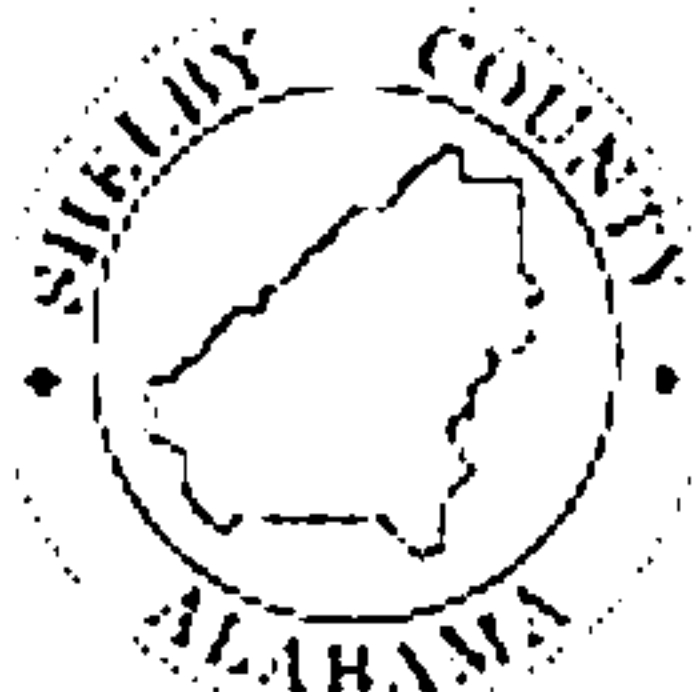
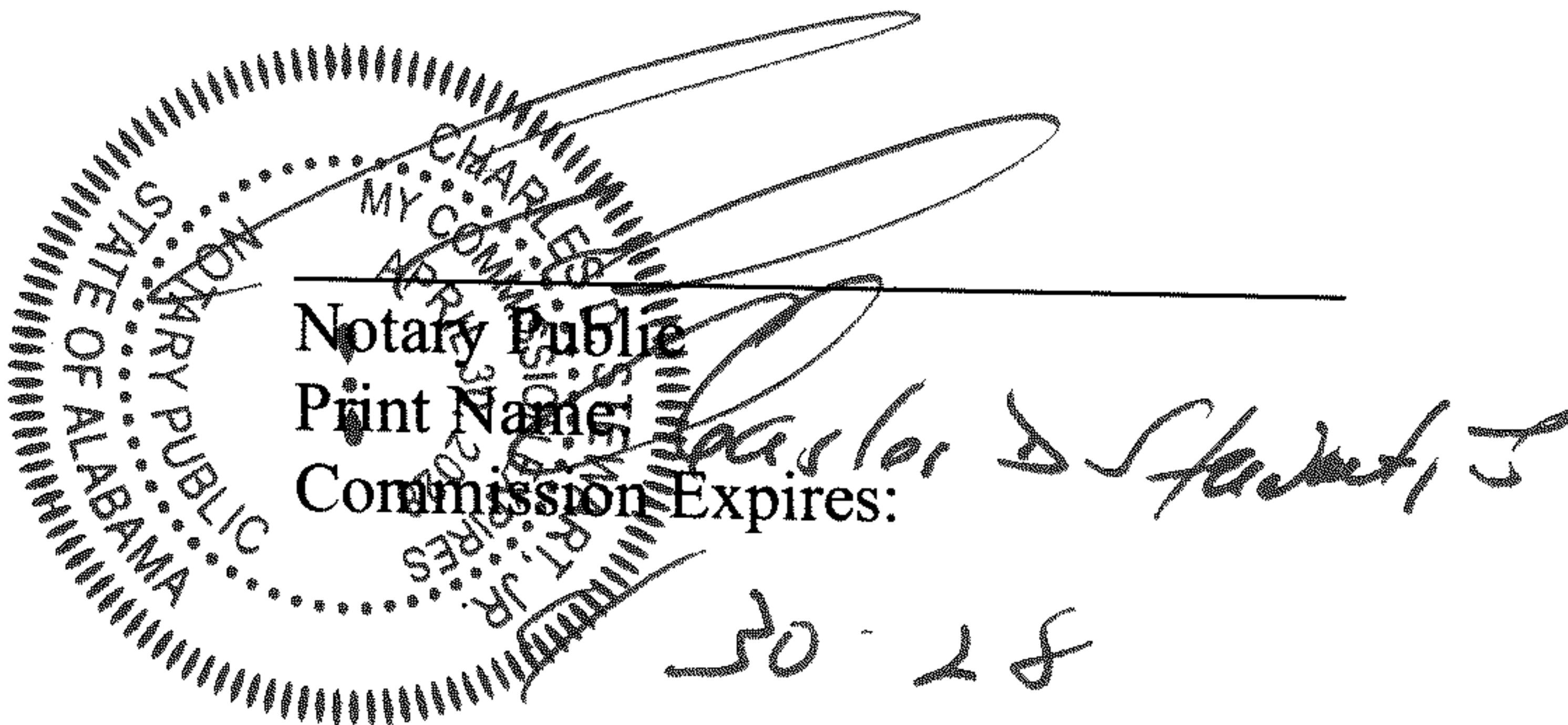
IN WITNESS WHEREOF, said Grantor, has hereunto set his hand and seal this the 17 day of September, 2025.

by and through Attorney in Fact
W K Forbes
William K Forbes by and through his
Attorney in Fact, William Keister Forbes, Jr.

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William Keister Forbes, Jr., whose name as Attorney in Fact for William K Forbes, 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 said instrument, he, as such Attorney in Fact, executed the same voluntarily for and as the act of William K Forbes on the day the same bears date.

Given under my hand and official seal this the 17 day of September, 2025.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/18/2025 02:00:27 PM
\$60.00 PAYGE
20250918000287300

Allie S. Bayl