

Send tax notice to:
Sophie Henderson
1018 Ashmore 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

2025354

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Seven Hundred Forty-Nine Thousand Nine Hundred and 00/100 Dollars (\$749,900.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, **Kerry D Black and Claire C Black, Husband and Wife** whose mailing address is: 264 Highland View Dr. Birmingham, AL 35242 (hereinafter referred to as "Grantors") by **Sophie Henderson and Stephen Breaseale** whose property address is: **1018 Ashmore 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 1247, according to the Map of Highland Lakes, 12th Sector, Phase 1, an Eddleman Community, as recorded in Map Book 26, page 137, 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 Highland Lakes, a Residential Subdivision, recorded as Inst. No. 1994-07111, and amended in Inst. No. 1996-17543 and Inst. No. 1999-31095, in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 12th Sector, Phase 1, recorded as Inst. No. 2000-20771, 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, 2025 which constitutes a lien but are not yet due and payable until October 1, 2026.
2. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records.
3. Covenants, restrictions, easements, rights of way and building set back lines as shown on the Survey of Highland Lakes, 12th Sector, Phase I, as recorded in Map Book 26, page 137, in the Probate Office of Shelby County, Alabama.
4. Restrictions, covenants and conditions as set out in instrument(s) recorded in Inst. #1994-07111, as amended in Inst. No. 1996-17543, Inst. #1999-31095, as recorded in the Probate Office of Shelby County, Alabama; along with Incorporation of Highland Lakes Residential Association, Inc., recorded as Inst. No. 9402/3947 in the Probate Office of Jefferson County, Alabama.
5. Cable Agreement as set out in Inst. #1997-33476 in Probate Office.
6. Right(s) of Way(s) granted to the Birmingham Water & Sewer Board as set out in Inst. #1997-4027 and Inst. #1995-34035 in 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 in Inst. #1998-7776, Inst. #1998-7777 and Inst. #1998-7778 in Probate Office.
8. Declaration of Covenants, Conditions and Restrictions for Highland Lakes, Twelfth Sector, Phase 1, recorded as Inst. No. 2000-20771 in Probate Office.
9. Lake Easement Agreement executed by Highland Lake Properties, Ltd. and Highland Lake Development, Ltd., providing for easements, use by others, and maintenance of Lake property described within Inst. #1993-15705 in Probate Office.
10. 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 Probate Office.

11. Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities, and limitations, as applicable, as set out in, and as referenced in deed(s) recorded in Inst. #2001-1086 in the Probate Office.

\$599,900.00 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.

4 IN WITNESS WHEREOF, said Grantor, has hereunto set his/her hand and seal this the day of December, 2025.

Kerry D Black
Kerry D Black

Claire C. Black
Claire C Black

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Kerry D Black and Claire C Black whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 4 day of December, 2025.

Charles D. Stewart Jr.
Notary Public
Print Name: Charles D. Stewart Jr.
Commission Expires: April 30, 2028
STATE OF ALABAMA



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/09/2025 12:00:44 PM
\$175.00 JOANN
20251209000376380

Alli S. Bayl