

Send tax notice to:
Mason H Smith
3026 Kelham Grove
Birmingham, AL, 35242

This instrument prepared by:
Charles D. Stewart, Jr.
Attorney at Law
4898 Valleydale Road, Suite A-2
Birmingham, AL 35242

STATE OF ALABAMA
Shelby COUNTY

2026083T

WARRANTY DEED

KNOWN ALL MEN BY THESE PRESENTS:

That in consideration of Four Hundred Forty Thousand and 00/100 Dollars (\$440,000.00) the amount which can be verified in the Sales Contract between the two parties to the undersigned, **Richard Douglas Lykes as Trustee of the Robert Edwin Lykes Revocable Trust dated February 13, 2018** whose mailing address is: 2017 SPRING HILL CT, BIRMINGHAM, AL 35242 (hereinafter referred to as Grantors) in hand paid by **Mason H Smith and Cailin Grace Smith** whose property address is: **3026 Kelham Grove, Birmingham, AL, 35242** (hereinafter referred to as Grantee), the receipt of which is hereby acknowledged, Grantors do, by these presents, grant, bargain, sell, and convey unto Grantee, as joint tenants with right of survivorship, the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 12, according to the Survey of The Village at Highland Lakes Kelham Grove Neighborhood, as recorded in Map Book 43, page 87A and 87B, in the Probate Office of Shelby County, Alabama. Together with nonexclusive easement to use the Common Area, all as more particularly described in the Declaration of Easements and Master Protective Covenants for The Village at Highland Lakes, a Residential Subdivision, recorded as 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, Kelham Grove Neighborhood, recorded in Instrument 20130613000242820 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. Restriction(s), easement(s) and building line(s) as shown by recorded plat.
3. Release of Damages recorded in Instrument #20130619000251740.
4. Public utility easements as shown by recorded plat, including any storm or sewer easements as shown on recorded plat.
5. Restrictions appearing of record in Instrument #20041202000659280 and amended in Instrument #20060524000244 790 in said Probate Office.
6. Easement to Alabama Power Company as recorded in Instrument #20060630000314890, Instrument #2006063000315260, Instrument #20060630000315270 and Instrument #20080401000130220 in said Probate Office.
7. Easement to Bellsouth Telecommunications as recorded in Instrument #20050803000394300 in said Probate Office.
8. Grant of Land Easement with Restrictive Covenants as recorded in Instrument #200612120006106501 Instrument #20060828000422180 and Instrument #20071108000516450 in said Probate Office.
9. Declaration of Covenants, Conditions and Restrictions as recorded in Instrument #2007022300084910, amended in Instrument #20070830000408300; further amended in Instrument #20080501000178840; further amended in Instrument #2009012100018210; Fourth Supplemental Declaration recorded in Instrument #20110125000025020; further amended by Corrective Fourth Supplemental Declaration in Instrument #20110406000107050; and further amended by Fifth Supplemental Declaration in Instrument #20110406000107060, in said Probate Office.
10. Declaration of Easement and Master Protective Covenants as recorded in Instrument #200604210000186650. in said Probate Office.
11. Articles of Incorporation of Highland Village Residential Association as recorded in Instrument #20060314000120380 in the Probate Office of Shelby County, Alabama and re-recorded in Book LR200605, Page 6696 in the Probate Office of Jefferson County, Alabama.
12. 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, immunities, and release of damages relating thereto, whether or not appearing in the Public Records, including those listed in Deed Book 81, page 417.
13. Right of way to Shelby County, Alabama as recorded in Deed Book 196, Pages 237, 248 and 254, and Instrument #1992-15747 and Instrument #1992-24264 in said Probate Office.

14. Right of way granted to Alabama Power Company by instrument recorded in Deed Book 247, Page 905, Deed Book 139, Page 569 and Deed Book 134, Page 411 in said Probate Office.
15. Right of way as recorded in Shelby Real 103, Page 844 and Map Book 3, Page 148 in said Probate Office.
16. Easement for ingress/egress recorded in Deed Book 321, Page 812 in said Probate Office.
17. Articles of Incorporation of The Village at Highland Lakes Improvement District recorded as Instrument #20051209000637840 and the Notice of Final Assessment of Real Property as recorded in Instrument #20051213000644260 in said Probate Office.
18. Reservations, limitations, conditions and release of damages as recorded in Instrument #20051229000667950 in said Probate Office. Memorandum of Sewer Service Agreement regarding The Village at Highland Lakes as recorded in Instrument #20121107000427760 in said Probate Office.
19. Declaration of Covenants, Conditions and Restrictions for The Village at Highland Lakes, a Residential Subdivision, Kelham Grove Neighborhood, including Natural Area easements and other easements, as recorded in Instrument #20130613000242820, in the Probate Office of Shelby County, Alabama.
20. Easement from The Village at Highland Lakes, Inc., to Bellsouth dated 7/11/2013 and recorded in Book 2013, Page 283100 in the Probate Office.
21. Easement granted to Bell south Telecommunications, LLC, d/b/a AT&T Alabama recorded on 6/20/2013 in Book LR201315, Page 7088.
22. Delinquent HOA dues, assessments, or liens, together with the By-Laws, Covenants, and Articles of Incorporation for the neighborhood Homeowner's Association, if formed, granting rights of ways, easements, and restrictions affecting the subject property, along with the power of the association to levy HOA dues, special assessments, and liens against the property, as well as any other legal remedy that the association may take against the property and the owner, pursuant to the powers vested in them by the aforementioned instruments recorded in the Probate Office.
23. The Rights of upstream and downstream riparian owners with respect to any body of water which may lie adjacent to and/or traversing through subject property.

\$418,000.00 OF THE CONSIDERATION AS WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.

TO HAVE AND TO HOLD unto the Grantee, his/her heirs, executors, administrators and assigns forever.

The Grantor does for itself, its successors and assigns, covenant with the Grantee, his/her heirs, executors, administrators 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 Grantee, their heirs, executors, administrators and assigns forever against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantor, Robert Edwin Lykes Revocable Trust by Richard Douglas Lykes its Trustee, who is authorized to execute this conveyance, has hereunto set its signature and seal on this the 3rd day of April, 2026.

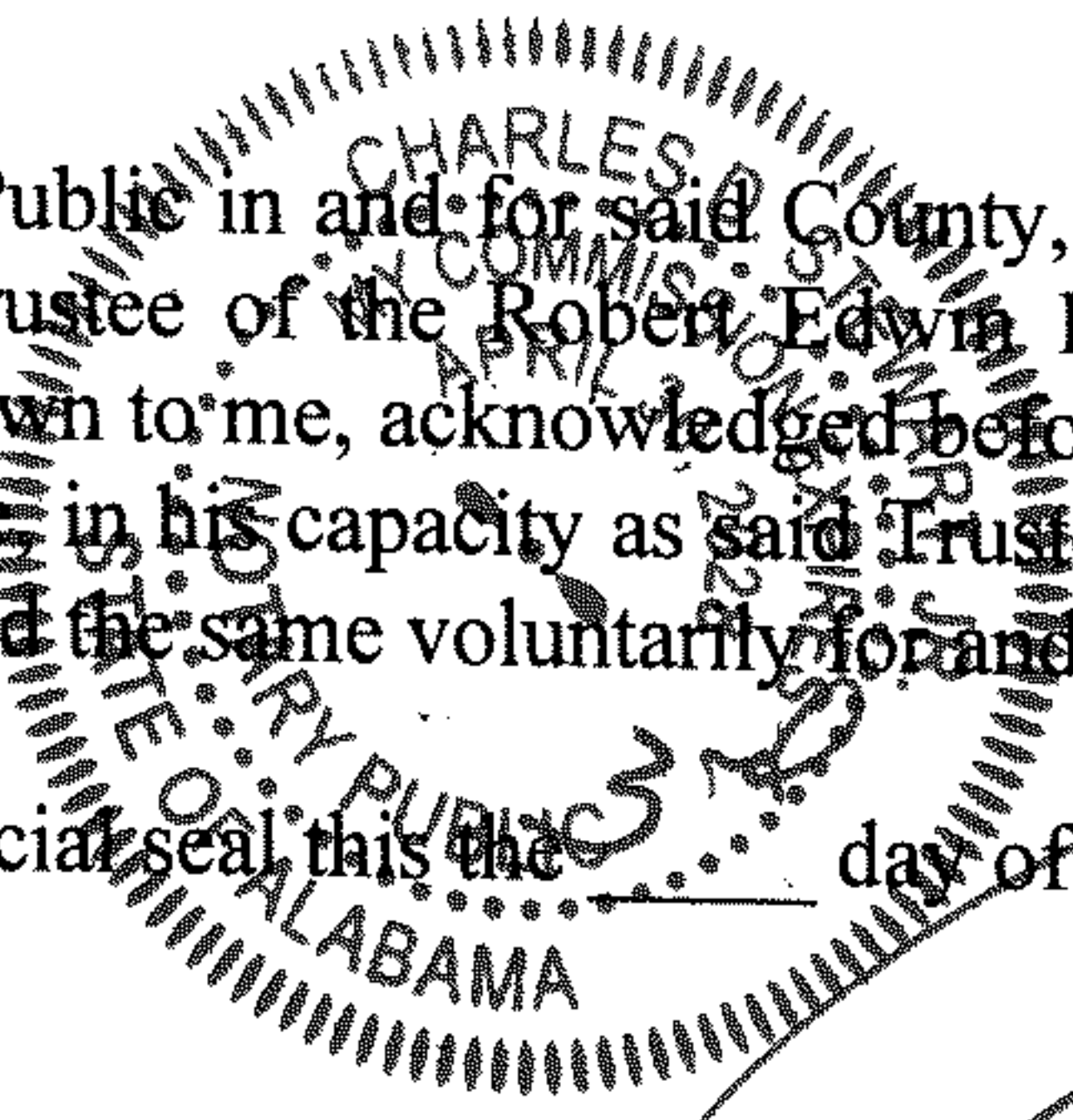
Robert Edwin Lykes Revocable Trust

Richard Douglas Lykes - TRUSTEE
Richard Douglas Lykes, Trustee

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Richard Douglas Lykes, whose names as Trustee of the Robert Edwin Lykes Revocable Trust, 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 in his capacity as said Trustee of the Robert Edwin Lykes Revocable Trust, and with full authority, executed the same voluntarily for and as the act of said Trust.

Given under my hand and official seal this 3rd day of April, 2026.



Charles D. Sweet, Jr.
Notary Public
Print Name: Charles D. Sweet, Jr.
Commission Expires: 8.30.28



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
04/08/2026 02:25:04 PM
\$47.00 PAYGE
20260408000104210

Allen S. Bayl