

Send tax notice to:
ELLEN A NUNLEY
4114 EAGLE RIDGE COURT
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

2023248

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, **MICHAEL A NEWLIN, A SINGLE INDIVIDUAL and KIMBERLY D NEWLIN, A MARRIED WOMAN** whose mailing address is: 2107 Timberline Drive Colera AL 35053 (hereinafter referred to as "Grantors") by **ELLEN A NUNLEY and MARTY NUNLEY** whose property address is: **4114 EAGLE RIDGE COURT, 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 44, according to the survey of The Hills at Brookhighland, as recorded in Map Book 37, Page 105, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

1. Taxes for the year beginning October 1, 2022 which constitutes a lien but are not yet due and payable until October 1, 2023.
2. 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 Deed Book 28, Page 581, Deed Book 235, Page 552, Deed Book 121, Page 294, Deed Book 327, Page 553 and Deed Book 107, Page 989
3. Notes, restrictions, easements and building lines, if any, as shown on recorded maps recorded in Map Book 24, Page 71, Map Book 26, Page 80 and Map Book 37, Page 105, in the Probate Office of Shelby County, Alabama.
4. Subject to covenants, conditions and as set forth in the document recorded in Instrument' No. 2004-249230 and Instrument No. 2007-177600, in the Probate Office of Shelby County, Alabama.
5. Easement to Alabama Power Company as recorded in Real 220, Page 521, Real 220, Page 532 and Real 207, Page 380, in the Probate Office of Shelby County, Alabama.
6. Reciprocal Easement Agreement as recorded in Real 125, Page 249 and Real 199, Page 18, in the Probate Office of Shelby County, Alabama.
7. Declaration of Covenants, conditions and restrictions as recorded in Real 307, Page 950 and 1st Supplement recorded in Instrument No. 1998-40199, in the Probate Office of Shelby County, Alabama.
8. 15. Easement to Alabama Gas Company as recorded in Real 170, Page 59, in the Probate Office of Shelby County, Alabama.
9. Slope Easement recorded in Instrument No. 2001-2175, in the Probate Office of Shelby County, Alabama.
10. Declaration of Protective Covenants as recorded in Real 194, Page 54 and Instrument No. 1993-26958, in the Probate Office of Shelby County, Alabama.
11. Easement for sanitary sewer line and water lines as recorded in Real 194, Page 1 with deed and bill of sale to Water Works Board of the City of Birmingham as set out in Real 194, Page 43, and Instrument No. 2000-13110, in the Probate Office of Shelby County, Alabama.
12. Agreement concerning electric service to NCNB/Brook Highland as recorded in Real 306 at Page 119, in the Probate Office of Shelby County, Alabama.
13. Sewer line easement as recorded in Real 107, Page 968, in the Probate Office of Shelby County, Alabama.
14. Assignment and assumption of rights, duties and obligations between BrookHighland Highway, LLC and BrookHighland Common Property Association, Inc., as recorded in Instrument No. 2004-323410, in the Probate Office of Shelby County, Alabama.

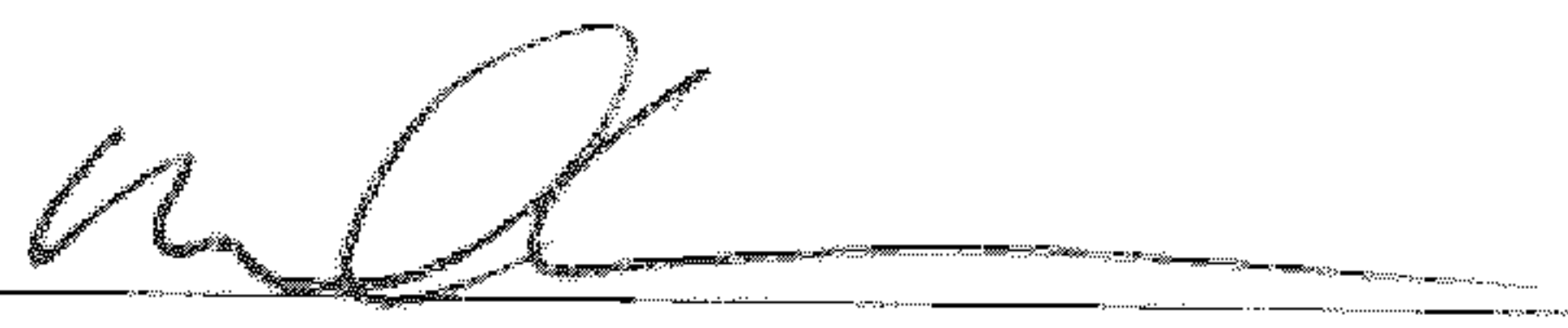
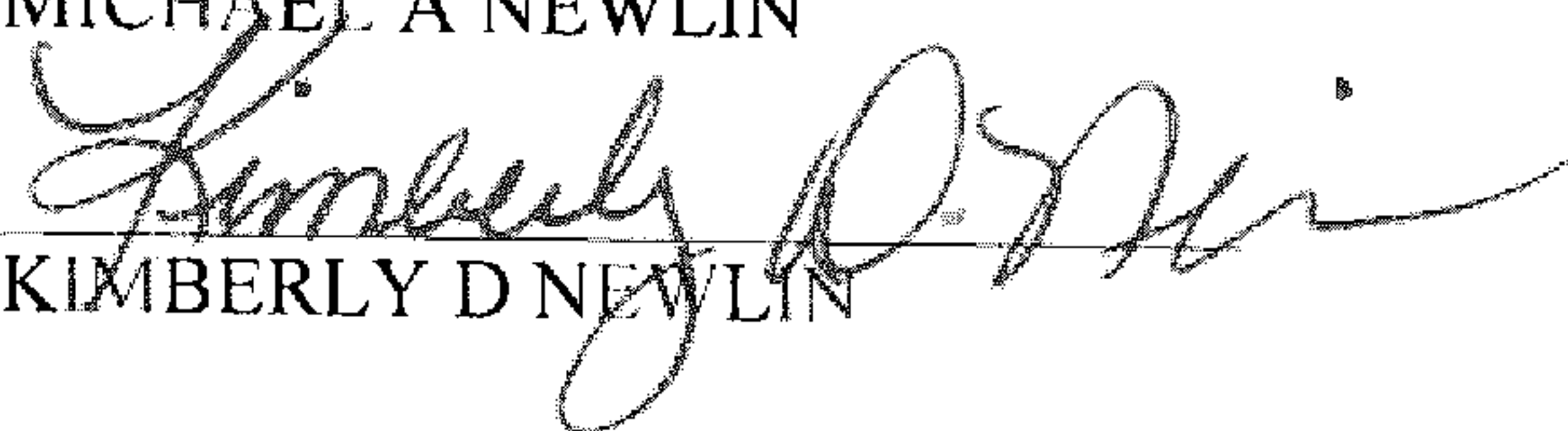
\$227,500.00 OF THE CONSIDERATION AS WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.

This property is not the homestead of the grantor nor that of her spouse.

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.

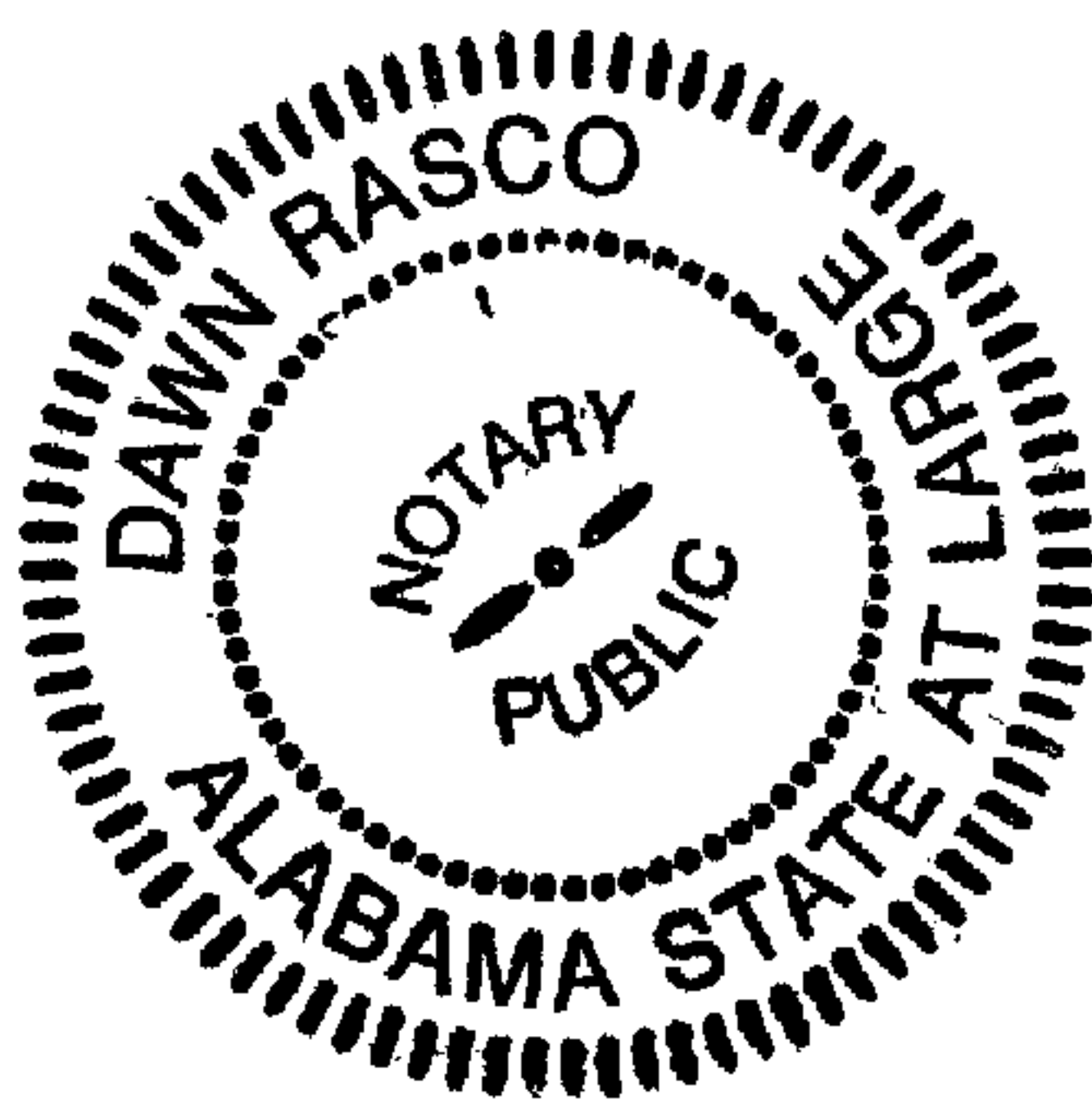
IN WITNESS WHEREOF, said Grantor, has hereunto set his/her hand and seal this the 24th day of July, 2023.

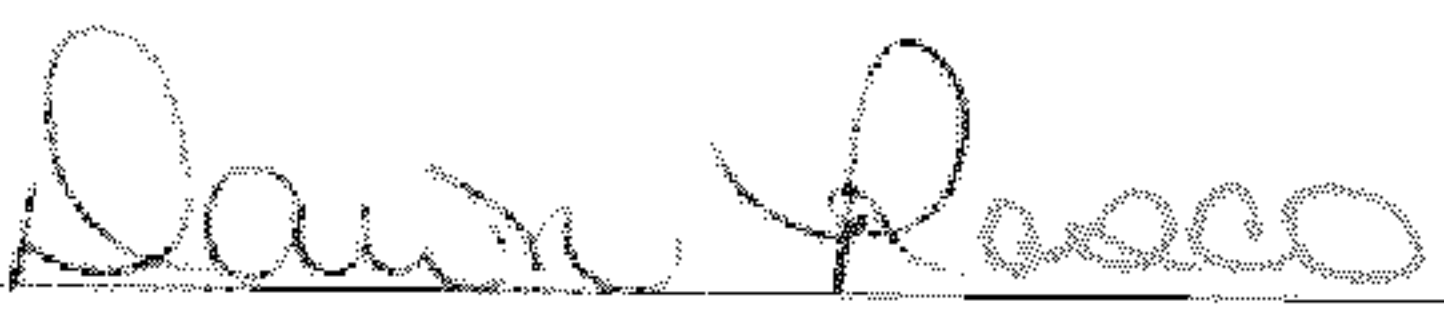

MICHAEL A NEWLIN

KIMBERLY D NEWLIN

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that MICHAEL A NEWLIN and KIMBERLY D NEWLIN 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 24th day of July, 2023.




Notary Public
Print Name: Dawn Rasco
Commission Expires: 3/22/2026



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/25/2023 10:15:16 AM
\$147.50 PAYGE
20230725000221750

