

20050927000501460 1/2 \$15.00  
Shelby Cnty Judge of Probate, AL  
09/27/2005 08:59:14AM FILED/CERT

STATE OF ALABAMA)  
SHELBY COUNTY)

**WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS**, That for and in consideration of THREE HUNDRED SIXTY FOUR THOUSAND AND NO/100 DOLLARS (\$364,000.00) to the undersigned GRANTORS in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, **STEPHEN G. HANEY and spouse JULIE S. HANEY** (GRANTORS) does grant, bargain, sell and convey unto **DANIEL A. MARTY and MELISSA L. MARTY** as Joint Tenants with Right of Survivorship, the following described real estate situated in SHELBY COUNTY, ALABAMA to-wit:

**LOT 839 ACCORDING TO THE SURVEY OF BROOK HIGHLAND AN EDDLEMAN COMMUNITY, 8<sup>TH</sup> SECTOR AS RECORDED IN MAP BOOK 16, PAGE 96 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

**Subject to:**

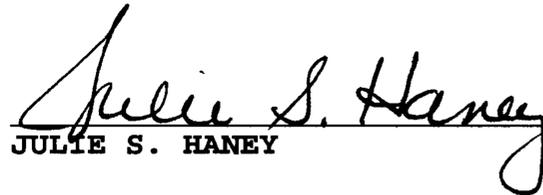
1. TAXES DUE OCTOBER 1, 2005.
2. THOSE ITEMS SET FORTH ON EXHIBIT "A" ATTACHED HERETO, MADE A PART HEREOF AND INCORPORATED HEREIN FOR ALL PURPOSES.

**ALL OF THE CONSIDERATION WAS PAID FROM THE PROCEEDS OF TWO MORTGAGE LOANS.**

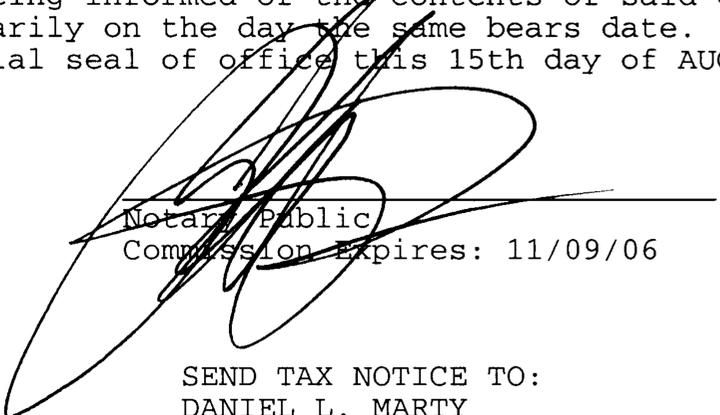
**TO HAVE AND TO HOLD** unto the said GRANTEES as Joint Tenants with Right of Survivorship, their heirs and assigns forever; it being the intention of the Parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, the heirs and assigns of the grantees herein shall take as tenants in common. And said GRANTORS do for themselves, their successors, assigns, and personal representatives covenant with said GRANTEES, their heirs and assigns that they are lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted above, that they have a good right to sell and convey the same as aforesaid, and that they will and their successors, assigns and personal representatives shall, warrant and defend the same to the same GRANTEES, their heirs, and assigns forever, against the lawful claims of all persons.

**IN WITNESS WHEREOF**, the said GRANTOR has caused this conveyance to be executed this the 15th day of AUGUST, 2005.

  
\_\_\_\_\_  
STEPHEN G. HANEY SEAL

  
\_\_\_\_\_  
JULIE S. HANEY SEAL

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )  
I, GENE W. GRAY, JR., a Notary Public, in and for said County in said State, hereby certify that **STEPHEN G. HANEY and spouse JULIE S. HANEY** whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of said conveyance, they executed the same voluntarily on the day the same bears date.  
Given under my hand and official seal of office this 15th day of AUGUST, 2005.

  
\_\_\_\_\_  
Notary Public  
Commission Expires: 11/09/06

THIS INSTRUMENT PREPARED BY:  
GENE W. GRAY, JR.  
2100 SOUTHBRIDGE PARKWAY,  
SUITE 638  
BIRMINGHAM, AL 35209

SEND TAX NOTICE TO:  
DANIEL L. MARTY  
MELISSA L. MARTY  
1724 WINGFIELD CIRCLE  
BIRMINGHAM, AL 35242  
#

**EXHIBIT "A"**

Building setback line of 35 feet reserved from Wingfield Circle as shown on recorded plat.

Easements as shown by recorded plat, including a 10 foot easement on the rear of lot.

Declaration of protective covenants for the "Watershed Property", which provides, among other things, for an Association to be formed to assess and maintain the Watershed Maintenance Areas, etc. of the development; all of said covenants, restrictions, and conditions being set out in instrument recorded in Real Volume 194, Page 54.

Declaration of Protective Covenants, Agreements, Easements, Charges and liens for Brook Highland, as recorded in Real Volume 194, Page 254, along with Articles of Incorporation of Brook Highland Homeowner's Association, Inc. as recorded in Real Volume 194, Page 281, and By-Laws as recorded in Real Volume 194, Page 287, along with Supplemental Protective as set out in Inst. No. 1992-16104, Inst. No. 1992-20484 and all amendments thereto.

A deed and bill of sale from AmSouth Bank as Ancillary Trust to The Water Works and Sewer Board of the City of Birmingham, Conveying the sanitary sewer, trunk lines, pipelines, force mains, gravity flow mains, etc. located under the surface of

subject land, as shown by instrument Real Volume 194, Page 43, along with an easement for sanitary sewer lines and water lines as set out in Real 194, Page 1.

Drainage agreement between AmSouth Bank, NA, as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio and Eddleman and Associates, as recorded in Real Volume 125, Page 238.

Agreement concerning electric service to NCNB/Brook Highlands and Alabama Power Company recorded in Real Volume 306, Page 119.

Restrictive covenants with regard to underground transmission installation by Alabama Power Company recorded in Real Volume 181, Page 995; Real Volume 220, Page 521 and Real Volume 220, Page 532.

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, as recorded in Deed Book 32, Page 48; Deed Book 121, Page 294 and Deed Book 127, Page 140.

Reciprocal Easement Agreement between AmSouth Bank, N.A. as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio and Eddleman and Associates, as set out in instrument dated April 14, 1987 and recorded in Real Volume 125, page 249 and Real Volume 199, Page 18.

Covenant releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown in Map Book 16, Page 96.

Restrictions and limitations to single-family residence construction only as shown on recorded plat in Map Book 16, Page 96.

Release of damages as recorded in Inst. No. 1993-6431 and Inst. No. 1993-23862.

Easement for sanitary sewer lines and water lines as set out in Inst. No. 1992-16102 with deed and bill of sale thereto recorded in Inst. No. 1992-16103.

Reciprocal Easement Agreement between AmSouth Bank, NA as Ancillary and Eddleman and Associates, as set out in instrument dated April 14, 1987 and recorded in Real Volume 125, Page 294 and Real Volume 199, Page 18.

Declaration of easement and restrictive covenants for lake use as shown in Inst. No. 1992-20483.

Notice to the insured is hereby given that the recorded subdivision map as recorded in Map Book 16, Pages 96 A and B contains on the face of same a statement pertaining to natural lime sink holes. No liability is assumed hereunder for same

Non-exclusive easement and agreement recorded in Book 194, Page 20.

Easement for sanitary sewer lines and water lines as conveyed to the Water Works and Sewer Board of the City of Birmingham by instrument recorded in Book 194, Page 1; Inst. No. 1992-16102 and Book 194, Page 40.

Sanitary Sewer System, pipelines and related equipment as conveyed to the Water Works and Sewer Board of the City of Birmingham by instrument recorded in Book 194, Page 43 and Inst. No. 1992-16103.

Right of way granted to Alabama Power Company recorded in Book 207, Page 380.

**DANIEL A. MARTY**  
**MELISSA L. MARTY**

