This instrument was prepared by Paul Esco Esco & Benson, LLC 547 South Lawrence Street Montgomery, Alabama 36104

SEND TAX NOTICE TO:

Roger R. Rocha and L. Suzanne Rocha 1060 Hampton Place

Birmingham, Alabama 35242

200701100000014800 1/2 \$76.50 Shelby Cnty Judge of Probate, AL

01/10/2007 11:05:44AM FILED/CERT

SLT-406504

WARRANTY DEED
JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

STATE OF ALABAMA COUNTY OF SHELBY

## KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Four Hundred Thirty-seven thousand four hundred and no/ /100's (\$437,400.00) DOLLARS to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, we Sidney N. Cheesborough and Rhonda G. Cheesborough, a married couple (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto Roger R. Rocha and L. Suzanne Rocha, husband and wife, (herein referred to as GRANTEES, whether one or more), as joint tenants with right of survivorship, the following described real estate, situated in Shelby County, Alabama to-wit:

Lot 1012, according to the Survey of Brook Highland, an Eddleman Community, 10th Sector, 2nd Phase, as recorded in Map Book 18, pages 36 A & B, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

\$374,900.00 of the purchase price herein was paid through mortgages filed simultaneously herewith.

## THE PREPARER OF THIS INSTRUMENT HAS ACTED AS SCRIVENER ONLY. THE PREPARER HAS NOT EXAMINED THE TITLE TO THE LAND AND MAKES NO REPRESENTATION AS TO THE STATUS OF THE TITLE TO THE LAND CONVEYED HEREIN.

## SUBJECT TO:

- 1. Taxes for the year beginning October 1, 2006, which constitute a lien, but are not yet due and payable until October 1, 2007.
- 2. COVENANTS, EASEMENTS, RESTRICTIONS, LIMITATIONS, RIGHTS OF WAY AS SHOWN IN INSTRUMENT #1994-18289.
- 3. EASEMENT OVER REAR LOT LINE OF PARCEL FOR PUBLIC UTILITIES, SANITARY SEWER, STORM SEWERS, STORM ON RECORDED MAP.
- 4. BUILDING RESTRICTION LINE FROM HAMPTON PLACE SHOWN ON RECORDED MAP.
- 5. SETBACK LINE FROM SWALE AS SHOWN ON RECORDED MAF.
- 6. RESTRICTIONS AND CONDITIONS SHOWN ON RECORDED MAP.
- 7. RELEASE OF DAMAGES SHOWN IN INSTRUMENT #1994-18433.
- 8. DECLARATION OF PROTECTIVE COVENANTS FOR THE "WATERSHED PROPERTY", WHICH PROVIDES, AMONG OTHER THINGS, FOR AN ASSOCIATION TO BE FORMED TO ACCESS AND MAINTAIN THE WATERSHED MAINTENANCE AREAS, ETC. OF THE DEVELOPMENT; ALL OF SAID COVENANTS, RESTRIC TONS AND CONDITIONS BEING SET OUT IN REAL VOLUME 194, PAGE 54.
- 9. EASEMENT FOR SANITARY SEWER LINES AND WATER LINES SHOWN IN INSTRUMENT #1993-29505, ALONG WITH DEED AND BILL OF SALE RECORDED IN INSTRUMENT #1993-29504.
- 10. DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, EASEMENTS, CHARGES, AND LIENS FOR BROOK HIGHLAND AS SET OUT IN INSTRUMENT RECORDED IN REAL VOLUME 194, PAGE 254, ALONG WITH ARTICLES OF INCORPORATION RECORDED IN REAL VOLUME 194, PAGE 281; AND BY LAWS OF ASSOCIATION INC., AS SHOWN IN REAL VOLUME 194, PAGE 287, ALONG WITH SUPPLEMENTAL PROTECTIVE COVENANTS BEING AMENDED IN REAL PHASE, AS RECORDED IN INSTRUMENT #1994-06901, AMENDED IN INSTRUMENT #1994-32333; SUPPLEMENTED IN INSTRUMENT #1997-06062 AND INSTRUMENT #1997-34700, AND RE-FILED IN INSTRUMENT #1998-19414.
- 11. A NON-EXCLUSIVE EASEMENT AND AGREEMENT BETWEEN EDDLEMAN AND ASSOCIATES AND THE WATER WORKS AND SEWER BOARD OF THE CITY OF BIRMINGHAM, DATED JULY 11, 1988, AND RECORDED IN REAL VOLUME 194, PAGE 20 AND REAL VOLUME 194, PAGE 43.
- 12. EASEMENT AND AGREEMENTS 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 THE WATER WORKS AND SEWER BOARD OF THE CITY OF BIRMINGHAM, AS SET OUT IN INSTRUMENT RECORDED IN REAL VOLUME 194, PAGE 1 AND REAL VOLUME 194, PAGE 40.
- 13. EASEMENT AND 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 SET OUT IN INSTRUMENT DATED APRIL 14, 1987 AND RECORDED IN REAL VOLUME 125, PAGE 238.
- 14. RECIPROCAL EASEMENT 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 SET OUT IN INSTRUMENT DATED APRIL 14, 1987 AND RECORDED IN REAL VOLUME 125, PAGE 249 AND REAL VOLUME 199. PAGE 18.
- 15. SUBDIVISION RESTRICTIONS SHOWN IN PLAT MAP BOOK 18, PAGE 36 A & B, PROVIDE FOR CONSTRUCTION OF SINGLE FAMILY RESIDENCE ONLY.
- 16. TITLE TO ALL MINERALS WITHIN AND UNDERLYING THE PREMISES, TOGETHER WITH ALL 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 Λ RESULT OF THE EXERCISE OF SUCH RIGHTS AS RECORDED IN DEED BOOK 32, PAGE 48 AND DEED BOOK 121, PAGE 294.
- 17. RESTRICTIVE COVENANTS WITH REGARD TO UNDERGROUND TRANSMISSION INSTALLATION BY ALABAMA POWER COMPANY AS RECORDED IN REAL VOLUME 181, PAGE 995.
- 18. THE RECORDED SUBDIVISION MAP AS RECORDED IN MAP BOOK 18, PAGE 36, A & B, CONTAINS ON THE FACE OF SAME A STATEMENT PERTAINING TO NATURAL LIME SINK HOLES. NO LIABILITY IS ASSUMED HEREUNDER FOR SAME.

SCRIVENER ONLY. NO TITLE SEARCH CONDUCTED

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Shelby County, AL 01/10/2007 State of Alabama

Deed Tax: \$62.50

TO HAVE AND TO HOLD to the said GRANTEES as joint tenants, with right of survivor ship, 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, then the heirs and assigns of the grantees herein shall take as tenants in common.

And I (we) do, for myself (ourselves) and for my (our) heirs, executors and administrators, covenant with said GRANTEES, his, her or their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will, and my (our) heirs, executors and administrators shall warrant and defend the same to the said grantee, his, her or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I/(we), Sidney N. Cheesborough and Rhonda G. Cheesborough, have hereunto set my (our) hand(s) and seal(s) this May of January 2007.

Sidney N. Cheesborough

Rhonda G. Cheesborough

STATE OF ALABAMA SHELBY COUNTY

I, THE UNDERSIGNED, a Notary Public in and for said County, in said State, here by certify that Sidney N. Cheesborough and Rhonda G. Cheesborough, whose name(s) (is/are) signed to the foregoing conveyance, and who (is/are) known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, HE/SHE/THEY executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this \( \frac{\pi\_1}{\pi\_1} \) day of January 2007.

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My commission expires

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