20070208000059150 1/2 \$27.50 Shelby Cnty Judge of Probate, AL 02/08/2007 08:55:32AM FILED/CERT

STATE OF ALABAMA)
SHELBY COUNTY)

Shelby County, AL 02/08/2007 State of Alabama

Deed Tax: \$13.50

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of TWO HUNDRED SIXTY- FOUR THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$264,900.00) to the undersigned GRANTOR in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, JOHN D. KOTTMEYER, a married man (GRANTOR) does grant, bargain, sell and convey unto MICHAEL H. COLLINS (GRANTEE) the following described real estate situated in SHELBY COUNTY, ALABAMA to-wit:

THE PROPERTY CONVEYED BY THIS DEED IS DESCRIBE ON EXHIBIT "A" ATTACHED HERETO, MADE A PART HEREOF AND INCORPORATED HEREIN FOR ALL PURPOSES.

\$251,655 OF THE CONSIDERATION WAS PAID FROM THE PROCEEDS OF TWO MORTGAGE LOANS.

THE PROPERTY CONVEYED DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTOR NOR HIS SPOUSE.

TO HAVE AND TO HOLD unto the said GRANTEE, his heirs, successors and assigns. And said GRANTOR does for himself, his heirs, successors, assigns, and personal representatives covenant with said GRANTEE, his heirs, successors and assigns that he is lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted above, that he has a good right to sell and convey the same as aforesaid, and that he will and his heirs, successors, assigns and personal representatives shall, warrant and defend the same to the said GRANTEE, his heirs, successors 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 26TH day of January, 2007.

JOHN D. KOTTMEYER

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 **JOHN D. KOTTMEYER** whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of said conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 26TH day of

January, 2007.

Commission Expires: 11/09/10

THIS INSTRUMENT PREPARED BY:

GENE W. GRAY, JR.

2100 SOUTHBRIDGE PARKWAY, SUITE 338
BIRMINGHAM, AL 35209

205 879 3400

SEMÓ TAX NOTICE TO:
MICHAEL H. COLLINS
207 COURTSIDE DRIVE, #26
BIRMINGHAM, AL 35242

#58-03-9-29-0-991-026.000

EXHIIBIT "A"

Unit 26, in Courtside at Brook Highland, a condominium, as established by that certain Declaration of Condominium of Courtside at Brook Highland, a condominium, which is recorded as Inst. No.20020521000241450 in the Probate Office of Shelby County, Alabama, as amended by the Amendment thereto recorded as Inst. No. 200251000223920 and as amended by the Amendment thereto recorded as Inst. No. 20020521000241460 in said Probate Office and as further amended by the Corrective Amendment recorded as Inst. No. 20020521000241470 in said Probate Office and as reflected in the Plan of Courtside at Brook Highland prepared by K. B. Weygand & Associates, P.C., which is attached as Exhibit C to the Declaration of Condominium, recorded as Inst. No. 20020521000241450 and which is also separately recorded in Map Book 28 Page 103 in said Probate Office.

SUBJECT TO:

- ADVALOREM TAXES DUE OCTOBER 1, 2007.
- Rights of parties in land an all Common Elements, as set forth in the Courtside Declarations hereinafter set out.
- Restrictions. limitations, easements and conditions as set out in Map Book 28 Page 103.
- Declaration of agreements. covenants, restrictions, easements and conditions as set forth in the declaration of Condominium of courtside at Brook Highland, a condominium as recorded in Inst. No. 20020521000241450, as amended by the amendment thereto recorded as Inst. No. 200251000223920 and as amended by the Amendment thereto recorded as Inst NO. 20020521000241460 and as further amended by the Corrective Amendment recorded as Inst. No. 20020521000241470 (The "Courtside Declaration")
- Rights of parties in land and all Common Elements as set forth in the Courtside Declaration.
- By-Laws rules, regulations restrictions, covenants and miscellaneous provisions of By-Laws of Courtside at Brook Highland Association, Inc. as recorded as Exhibit B to the courtside Declaration. (The "Courtside By-Laws").
- Provisions and powers as set forth in the Articles of Incorporation of Courtside at Brook Highland Association Inc. recorded in Inst. No. 2001-29968.
- Easement to Alabama Power Company recorded in Real 207 page 380, Real 220 page 521 and Real 220 page 532.
- 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 recorded in Real 125 Page 249.
- Brook Highland Common Property Declaration of Covenants, Conditions and Restrictions as set out in Real 307 Page 950.
- 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, as set out in Inst recorded in Real 194 Page 54.
- Drainage Agreement between Amsouth Bank, NA., as ancillary trustee for NCNB National Bank of North Carolina, as Trustee of the Public Employees Retirement System of Ohio and Eddleman and Associates, as set out in Real 125 Page 238.
- Easement for sanitary sewer lines and water lines in favor of The Water Works and Sewer Board of the City of Birmingham as recorded in Real 194 Page 1.
- 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 Billy and Douglas Eddleman as set out in Inst. No. 1993-32011 and Real 220 page 339.
- Agreement concerning Electric Service to NCNB Brook Highland and Alabama Power Company as recorded in Real 306 Page 119.
- 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 121 Page 294 and Deed Book 28 Page 581.
- Easement Agreement recorded as Inst. No. 2002510000223870.
- Restrictive Covenants as recorded in Real 181 Page 995.
- Release of damages, covenants, limitations and conditions as recorded in Inst. No. 20051013000533340.

Jan-