

This instrument was prepared by:
GATHEL O. RUNNELS, JR.
Attorney at Law
105 Owens Parkway, Suite B
Birmingham, Alabama 35244

Send tax notice to:
Cathy F. Willis
4008 Eagle Ridge Court
Birmingham, AL 35242

**STATE OF ALABAMA
COUNTY OF SHELBY**


STATUTORY WARRANTY DEED

Know All Men by These Presents: That in consideration of **ONE HUNDRED NINETY THREE THOUSAND AND NO/100 DOLLARS (\$193,000.00)** to the undersigned grantor (whether one or more), in hand paid by the grantees herein, the receipt of which is acknowledged, I or we, **BROOK HIGHLAND CONSTRUCTION, LLC** (herein referred to as grantor, whether one or more) grant, bargain, sell and convey unto **CATHY F. WILLIS** (herein referred to as grantees), the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 70, 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 or assessments for the year 2012 and subsequent years not yet due and payable; (2) Mineral and mining rights not owned by the Grantor (3) All easements, restrictions, covenants, and rights of way of record, including but not limited to: (a) All easements, building setback lines, restrictions, limitations, conditions and other matters shown that certain plat recorded in Map Book 37, Page 105. (b) Notes, conditions, restrictions set forth in instrument recorded as Map Book 26, Page 80. (c) Notes, conditions, restrictions set forth in instrument recorded as Map Book 24, Page 71. (d) Easement to Alabama Power Company as shown by instrument recorded in Real 220, Page 521 and 532 and Real 207, Page 380. (e) 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 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. (f) 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 125, Page 249 and Real 199, Page 18. (g) Brook Highland Common Property Declaration of Covenants, Conditions and Restrictions as set out in Real 307, Page 950 with 1st Supplement Declaration by Instrument #1998-40199 and Assignment and Assumption of Rights, Duties, and Obligations under Declaration, Watershed Covenants and Restrictive Agreements recorded as Instrument #20040615000323410. (h) Easement to Alabama Gas Corporation as set out in Real 171, Page 59. (i) Slope Easement Agreement as set out in Instrument #2001-2175. (j) Declaration of Protective Covenants as set out in instrument recorded in Real 194, Page 54 and Instrument #1993-26958. (k) Easement for sanitary sewer line and water lines as set out 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. (l) Agreement concerning electric service to NCNB/Brook Highland as set out in Real 306, Page 119. (m) Sewer line easement recorded in Real 107, page 968. (n) Restrictive Agreement and Release of Damages set out in deeds recorded as Instrument #20040512000249230 and Instrument #1999-51735. (o) Articles of Incorporation of The Hills at Brook Highland Residential Association, Inc. as Instrument #20070918000438450. (p) Declaration of Protective Covenants for The Hills at Brook Highland recorded as Instrument #20070417000177600.


20120328000106670 1/2 \$25.00
Shelby Cnty Judge of Probate, AL
03/28/2012 03:27:32 PM FILED/CERT

Shelby County, AL 03/28/2012
State of Alabama
Deed Tax: \$10.00

\$183,350.00 of the purchase price recited above was paid from mortgage loan closed simultaneously herewith.

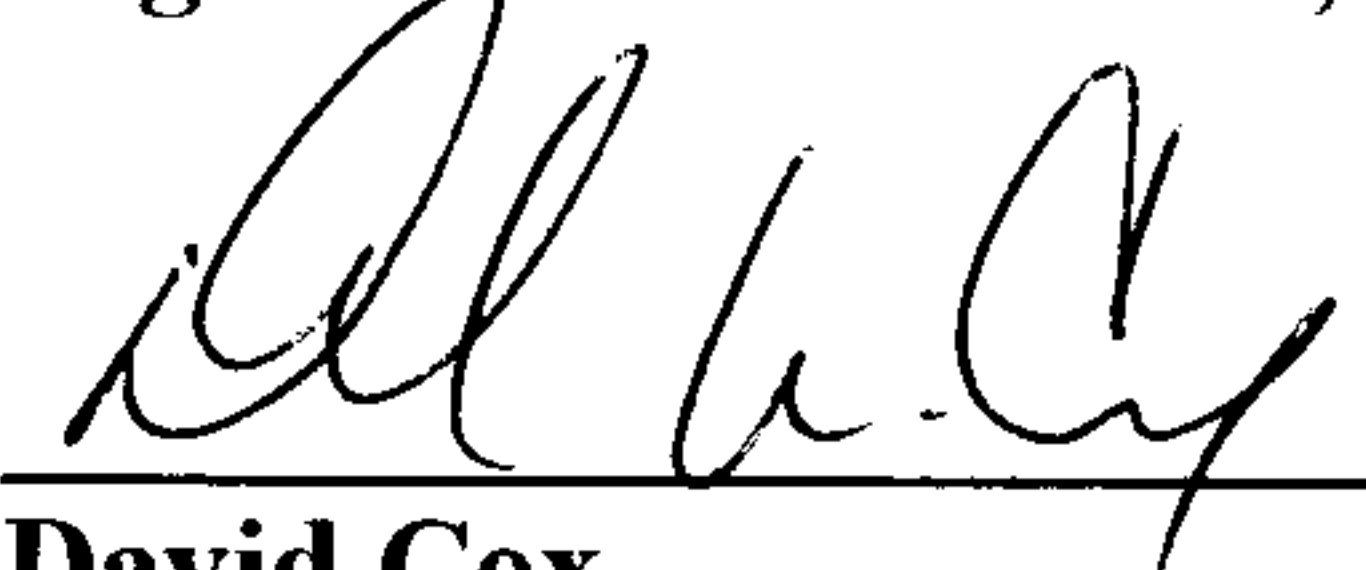
This conveyance is made with the express reservation and condition that Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permittees, licensees and lessees, hereby release and forever discharge Grantor from any and all liability, claims and causes of action, whether arising at law (by contract or in tort) or in equity with respect to damage or destruction of property and injury to or death of any person located in, on, or under the surface of or over the property herein conveyed, as the case may be, which are caused by, or arise as a result of, past, present, or future soil, subsoil, or other conditions (including, without limitation, sinkholes, underground mines, subsurface waters, and limestone formations) under or on the subject property, whether contiguous or non-contiguous. Grantees acknowledge that they have made their own independent inspections and investigations of the subject property and are purchasing the subject property in reliance upon such inspections and investigations. For purposes of this paragraph, Grantor shall mean and refer to the members, managers, agents, employees, successors, assigns, members, owners, managers, partners, officers and contractors of Grantor and any successors and assigns of Grantor.

The grantor covenants and agrees that the grantor is executing this Deed in accordance with the Articles of Organization and Operating Agreement of Brook Highland Construction, LLC, which have not been modified or amended.

To Have And To Hold to the said grantees, with rights of survivorship, their heirs and assigns forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created or severed 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.

In Witness Whereof, I (we) have hereunto set my (our) hand(s) and seal(s) this 8th day of March, 2012.

Brook Highland Construction, LLC

By:  (SEAL)
David Cox

Its: **Authorized Agent**

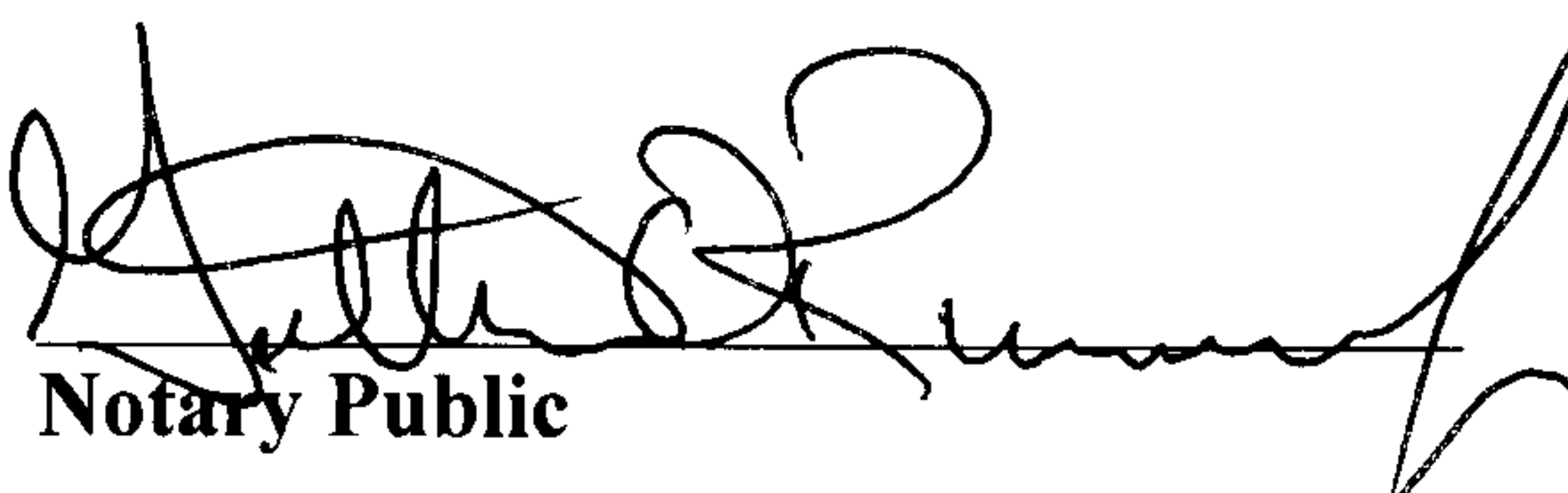
STATE OF ALABAMA
COUNTY OF SHELBY


I, the undersigned, a Notary Public in and for said State and County, hereby certify that **David Cox**, whose name as **Authorized Agent of Brook Highland Construction, LLC**, 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 the conveyance, as such officer and with full authority, he executed the same voluntarily and as the act of said entity, on the day the same bears date.

Given under my hand and official seal this 8th day of March, 2012.

GATHEL O. RUNNELS, JR.
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
February 27, 2013

(SEAL)


Notary Public


20120328000106670 2/2 \$25.00
Shelby Cnty Judge of Probate, AL
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