

This instrument was prepared by

Send Tax Notice To: Robert F. Allen
name

(Name) Larry L. Halcomb, Attorney
3512 Old Montgomery Highway, Suite 209
(Address) Birmingham, AL, 35209

address

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

STATE OF ALABAMA }
SHELBY COUNTY } KNOW ALL MEN BY THESE PRESENTS,

That in consideration of **FOUR HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$440,000.00)**

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,
Anna Funderburk Buckner and Husband, James Randy Buckner, Jr.

(herein referred to as grantors) do grant, bargain, sell and convey unto

Robert F. Allen and Thresea Allen

(herein referred to as GRANTEES) as joint tenants with right of survivorship, the following described real estate situated in

SHELBY County, Alabama to-wit:

Lot 1022, according to the Survey of Brook Highland, an Eddleman Community, 10th Sector, 2nd Phase, as recorded in Map Book 18, Page 36 A & B, in the Office of the Judge of Probate of Shelby County, Alabama.

Minerals and mining rights excepted.

Subject to taxes for 2012.

Subject to items on attached Exhibit "A".

Shelby County, AL 05/10/2012
State of Alabama
Deed Tax: \$200.00

\$240,000.00 of the purchase price was paid from the proceeds of a mortgage loan closed simultaneously herewith.

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, 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 the said GRANTEES, 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 noted 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 GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s), this 7th
day of May, 2012.

(Seal)

(Seal)

(Seal)

Anna Funderburk Buckner (Seal)
Anna Funderburk Buckner
James Randy Buckner, Jr. (Seal)
James Randy Buckner, Jr. (Seal)

STATE OF ALABAMA
JEFFERSON COUNTY

General Acknowledgment

I, Larry L. Halcomb, a Notary Public in and for said County, in said State, hereby certify that
Anna Funderburk and Husband, James Randy Buckner, Jr.
whose name(s) 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 the conveyance they executed the same voluntarily
on the day the same bears date.

Given under my hand and official seal this 7th day of May A.D., 2012

My Commission Expires: 1/23/14

Larry L. Halcomb

Notary Public

EXHIBIT "A"



20120510000164500 2/2 \$215.00
Shelby Cnty Judge of Probate, AL
05/10/2012 12:04:24 PM FILED/CERT

Building and setback lines 35' from Hampton Place as recorded in Map Book 18, Page 36 A & B.

Easement and agreement between Eddleman and Associates and the Water Works and Sewer Board of the city of Birmingham, recorded in Real 194, page 20 and Real 194, page 43 in the Probate Office.

Subject to Covenants, conditions and restrictions for the "Watershed Property", which provides, among other things, for an Association to be formed assess and maintain the Watershed Maintenance Areas, etc. of the development (deleting therefrom, any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, family status or national origin) as set forth in the document recorded in Real 194, Page 54 in the Probate Office of Shelby County, Alabama.

Easement for Sanitary Sewer Lines and Water Lines as recorded in Instrument 1993-29505 along with a Deed and Bill of Sale recorded in Instrument 1993-29504, Public Records of Shelby County, Alabama.

Subject to Covenants, easements, agreements and charges and liens for Brook Highland (deleting therefrom, any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, family status or national origin) as set forth in the document recorded in Book 194, Page 254 along with Articles of Incorporation of Brook Highland Homeowner's Association, Inc. as recorded in Real 194, Page 281 and By-Laws of Association, Inc. as recorded in Real 194, Page 287 in the said Probate Office along with Supplemental Protective Covenants being amended in Real 263, Page 604, in said Probate Office and Supplemental Protective Covenants of Brook Highland, 10th Sector, 2nd Phase, as recorded in Instrument 1994-06901 in said Probate Office.

Easement and agreements between Amsouth Bank, N.A. as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee for the Public Employee Retirement System of Ohio and the Water Works and Sewer Board of the City of Birmingham, as recorded in Real 194, Pages 1 and 40 in the Probate office.

Subject to Covenants, conditions and restrictions with regards to underground transmission installation by Alabama Power Company (deleting therefrom, any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, family status or national origin) as set forth in the document recorded in Real 181, Page 995 in the Probate Office of Shelby County, Alabama.

Drainage agreement between Amsouth Bank, N.A. as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee for the Public Employee Retirement System of Ohio and Eddleman and Associates, as recorded in Real Book 125, Page 238 in the Probate Office.

Reciprocal Easement Agreement between Amsouth Bank, N.A. as ancillary Trustee for NCNB National Bank of North Carolina, as Trustee for the Public Employee Retirement System of Ohio and Eddleman and Associates, recorded in Real 125, Page 249 and Real 199, page 18 in the Probate Office.

Subdivision restrictions shown on recorded plat in Map Book 18, page 36 A & B provide for construction of single family residence only.

Release of damages as shown by survey of subdivision, recorded in Map Book 18, page 36 A & B in the Probate Office.

Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities, relating thereto, including rights set out in Deed Book 32, Page 48 and Deed Book 121, Page 294.

Grantor's disclaimer of Liability for Soil, Underground Conditions, etc. Grantor makes no representations or warranties concerning the condition of the property or its suitability for construction of a residence, except to the extent expressly and specifically set forth herein. Grantee undertakes the full obligation to investigate and determine all conditions of the Property that are material to Grantee's decision to purchase. Grantee understands and agrees that Grantor shall have no liability for sinkholes, limestone formations, underground mines, or any other surface or sub-surface, known or unknown, that may now or hereafter exist or occur or cause damage to person, property, or buildings or be prevent adequate support for improvements. Grantee does forever release Grantor from all damage arising out of the condition of the soil or for the condition of the surface or subsurface of the Property, and this release shall constitute a covenant running with the land, recorded in Map Book 18, Page 36 A & B, in said Probate Office.