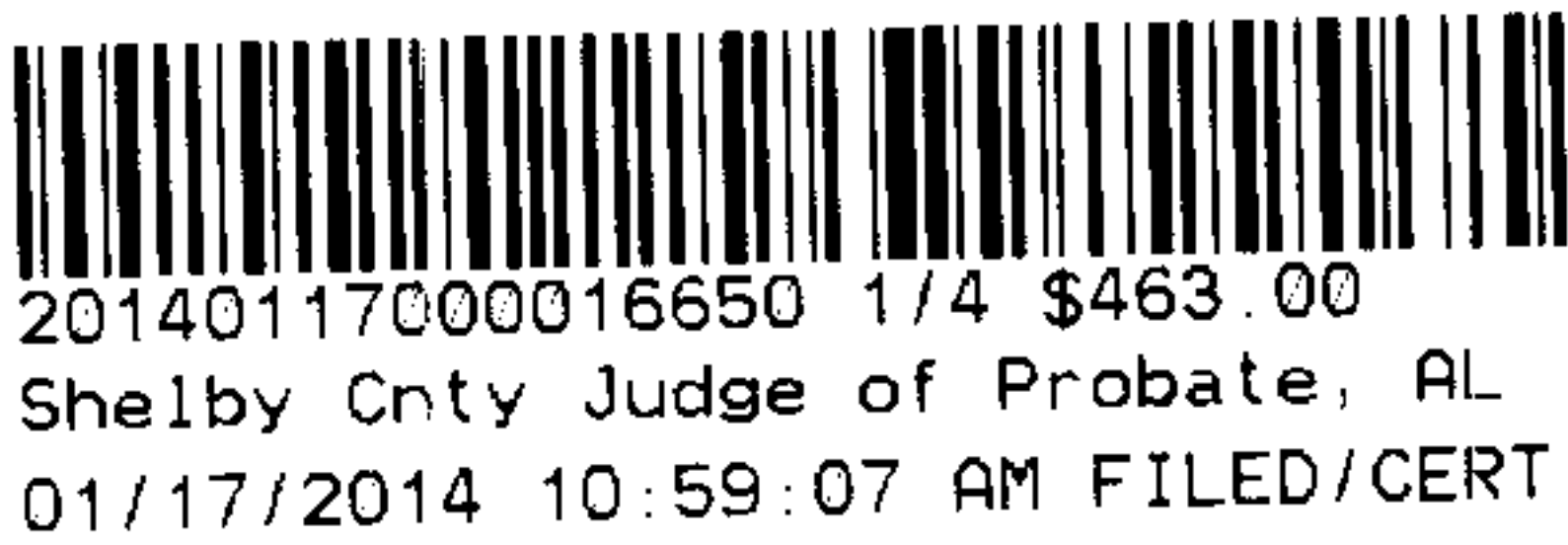


This instrument was prepared by:  
Clayton T. Sweeney, Esquire  
2700 Highway 280 East, Suite 160  
Birmingham, Alabama 35223

Send Tax Notice to:  
Derrick D. Cherry and Hillary M. Cherry  
3141 Brook Highland Drive  
Birmingham, Alabama 35242

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )



STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Four Hundred Thirty Nine Thousand Nine Hundred and No/100 Dollars (\$439,900.00) to the undersigned grantor, **COURTSIDE DEVELOPMENT, INC.**, an Alabama Corporation, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **COURTSIDE DEVELOPMENT, INC.**, an Alabama Corporation, does by these presents, grant, bargain, sell and convey unto **Derrick D. Cherry and Hillary M. Cherry**, (hereinafter referred to as "Grantees", whether one or more), as joint tenants with the right of survivorship, the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 1, according to the Survey of Brook Highland, an Eddleman Community, 26th Sector, as recorded in Map Book 43, Page 76, as recorded in the Probate Office of Shelby County, Alabama.

Mineral and mining rights excepted.

\$417,905.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

The above property is conveyed subject to:

- (1) Ad Valorem taxes due and payable October 1, 2014.
- (2) Drainage easement as recorded in Real Book 125, Page 238.
- (3) Public utility easements as shown by recorded plat.
- (4) Easements and title to sewer lines as conveyed to Water Works Board of The City of Birmingham as recorded in Real Book 194, Page 1; Real Book 194, Page 20; Real Book 194, Page 40; Real Book 194, Page 43 and Real Book 252, Page 210.
- (5) Easement to underground cables as recorded in Real Book 181, Page 995 and Real Book 364, Page 399.
- (6) Permit to Alabama Power Company as recorded in Real Book 377, Page 433.
- (7) Easement and agreements for the public Employees Retirement Systems of Ohio and the Water Works Board of the City of Birmingham recorded in Real Volume 184, Page 1 and Real Volume 194, Page 40.
- (8) Drainage agreement for the Public Employees Retirement System of Ohio and Eddleman and Associates recorded in Real Volume 125, Page 238.
- (9) Reciprocal Easement Agreement for the Public Employees Retirement System of Ohio and Eddleman and Associates as recorded in Real Volume 125, Page 249 and Real 199, Page 18.
- (10) Easement-Distribution Facilities to Alabama Power Company as recorded in Instrument No. 20131002000395760 in said Probate Office.
- (11) Permanent Easement Deed to SWWC Utilities, Inc. as recorded in Instrument No. 20131113000446180 in said Probate Office.
- (12) Building and setback lines of 30 feet as recorded in Map Book 43, Page 76, in said Probate Office.
- (13) Sanitary sewer easement in Southwest corner of subject property as shown on Map Book 43, Page 76 in said Probate Office.
- (14) 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 194, Page 54, in said Probate Office.
- (15) Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Brook Highland, as set out in instrument recorded in Real 194, Page 254 in Probate Office, along with Articles of Incorporation of Brook Highland Homeowner's Association, Inc. as recorded in Real 194, Page 281 and By-Laws of Brook Highland Association, Inc. as recorded in Real 194, Page 287 in said Probate Office along with Supplemental Protective Covenants being amended in Real 311, Page 78, and Supplemental Protective Covenants for Brook Highland 26th Sector to be filed of record in said Probate Office.
- (16) 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, Deed Book 111, Page 625, Deed Book 121, Page 294, and Deed Book 178, Page 529 in said Probate Office.



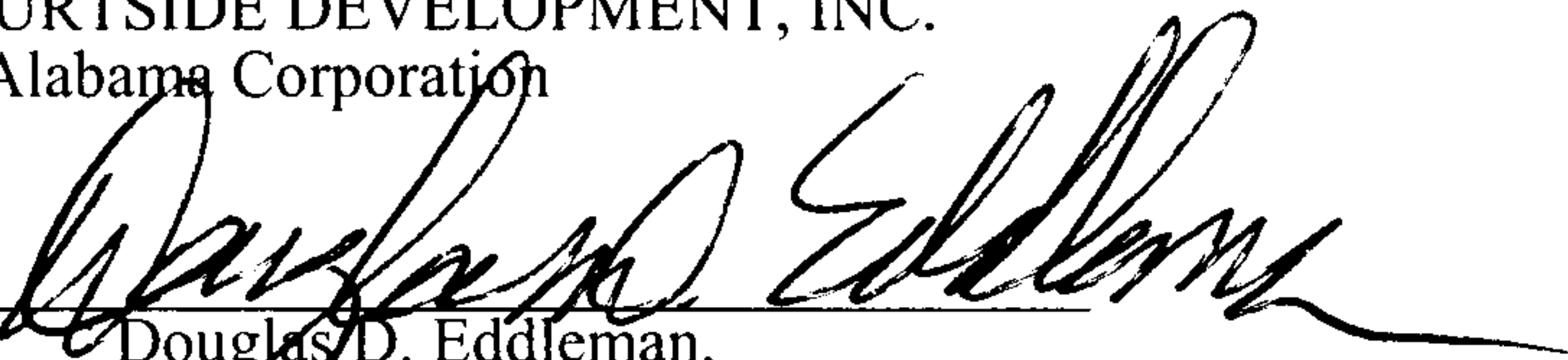
- (17) Restrictive covenants with regard to underground transmission installation by Alabama Power Company as recorded in Real 181, Page 995, in said Probate Office.
- (18) Covenants releasing predecessors in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by survey of subdivision, recorded in Map Book 28, Page 17, in said Probate Office.
- (19) Restrictions, covenants and conditions as set out and contained within deeds conveyed to other parties as set out in Real 308, Page 1, Real 220, Page 339, and as Inst. #1992/14567, in said Probate Office.

By its acceptance of this deed, Grantee hereby covenants and agrees for itself and its successors, assigns, licensees, lessees, employees and agents that Grantor shall not be liable for, and no action shall be asserted against Grantor for, loss or damage on account of injuries to the Property or to any buildings, improvements, or structures now or hereafter located upon the Property, or on account of injuries to any owner, occupant, or other person in or upon the Property, which are caused by, or arise as a result of, past or future soil and/or subsurface conditions, known or unknown, (including, without limitation, sinkholes, underground mines, and limestone formations) under or on the Property or any other property now or hereafter owned by Grantor, whether contiguous or non-contiguous to the Property. Further, the Grantee, its successors and assigns hereby acknowledges that the Grantor shall not be liable for and no action shall be asserted against Grantor in connection with any drainage easements, ditches or pipes or drainage problems associated therewith and that Grantee has inspected the same and accepts the property along with all drainage easements, ditches or pipes in its present "AS IS" condition. For purposes of this paragraph the term Grantor shall mean and refer to (i) the partners, agents and employees of Grantor; (ii) the officers, directors, employees and agents of general partners of Grantor or partners thereof; (iii) any successors or assigns of Grantor; and (iv) any successors and assigns of Grantor's interest in the Property. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through Grantee.

**TO HAVE AND TO HOLD** to 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 the 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 said Grantor does for itself, its successors and assigns covenant with said Grantees, their heirs and assigns that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted above, that it has good right to sell and convey the same as aforesaid, and that it will and its successors and assigns shall, warrant and defend the same to the said Grantees, their heirs, executors and assigns forever, against the lawful claims of all persons.

**IN WITNESS WHEREOF**, the said Grantor has hereunto set its hand by its duly authorized officer this 3rd day of January, 2014.

SELLER:  
COURTSIDE DEVELOPMENT, INC.  
an Alabama Corporation

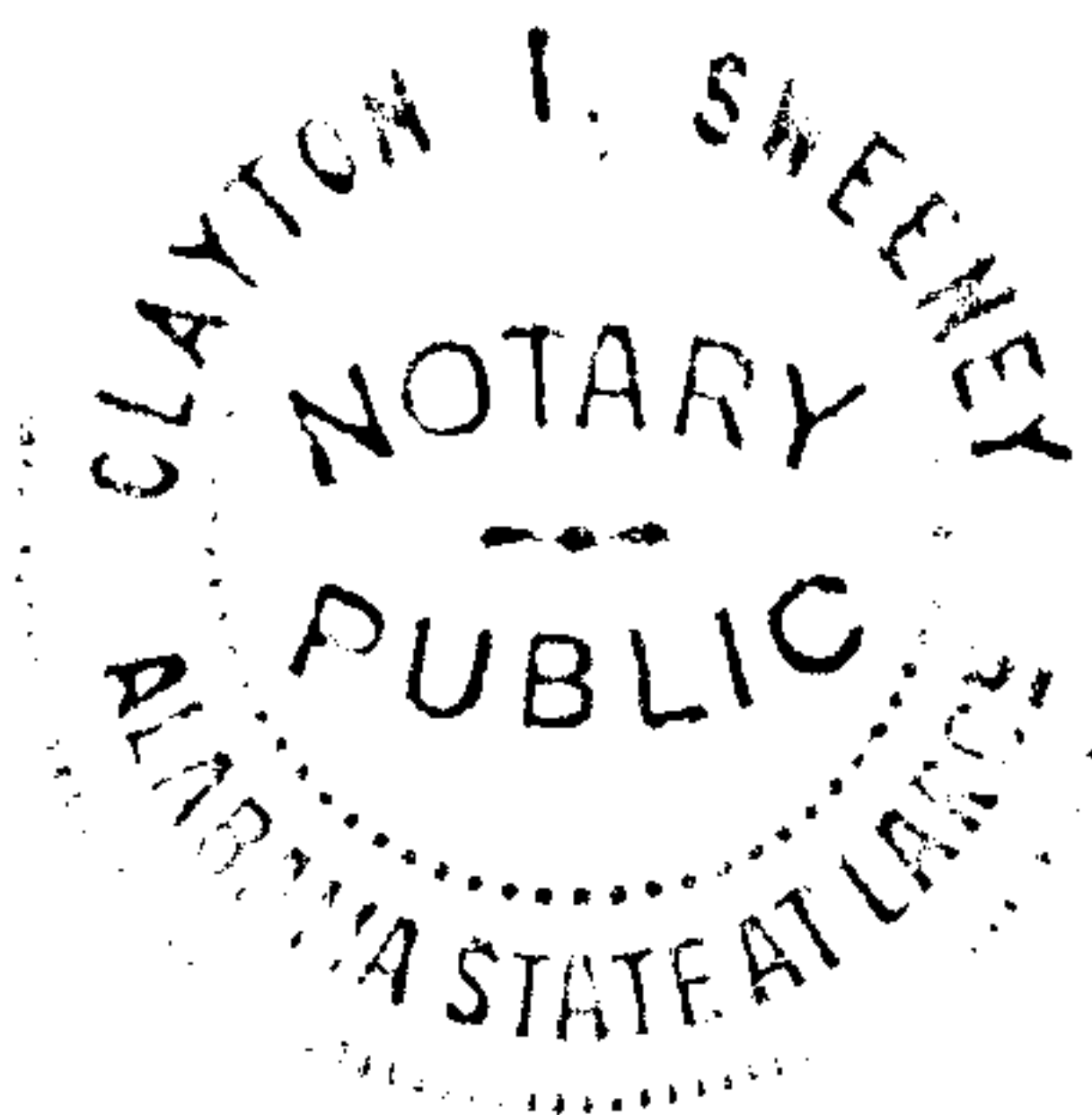
By:   
Douglas D. Eddleman,  
Its President

Brook Highland - 26th Sector  
Lot 1 to Derrick D. Cherry and Hillary M. Cherry


STATE OF ALABAMA     )  
COUNTY OF JEFFERSON    )

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as President of Eddleman Properties, Inc., an Alabama Corporation, is signed to the foregoing Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said Corporation.

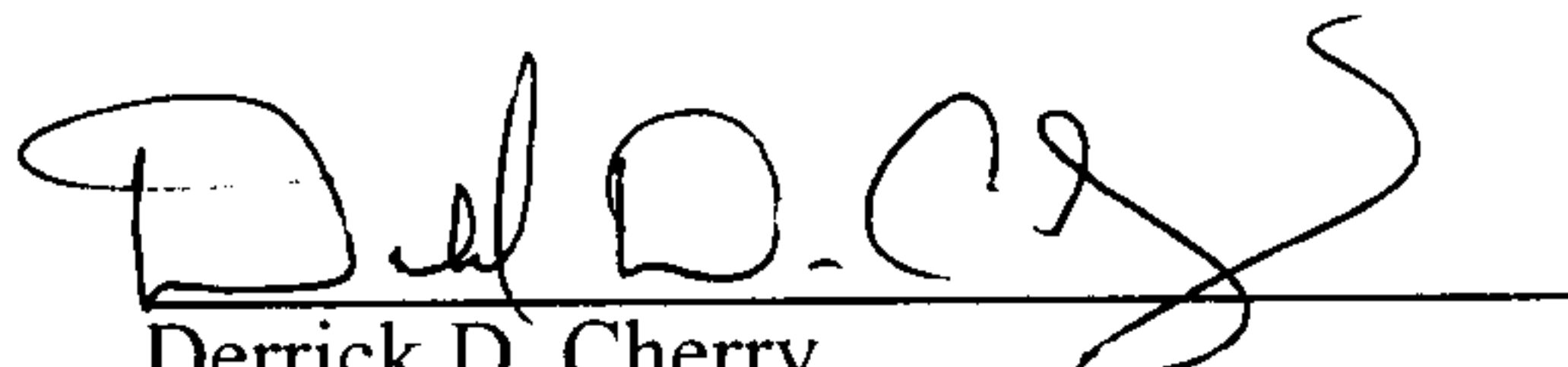
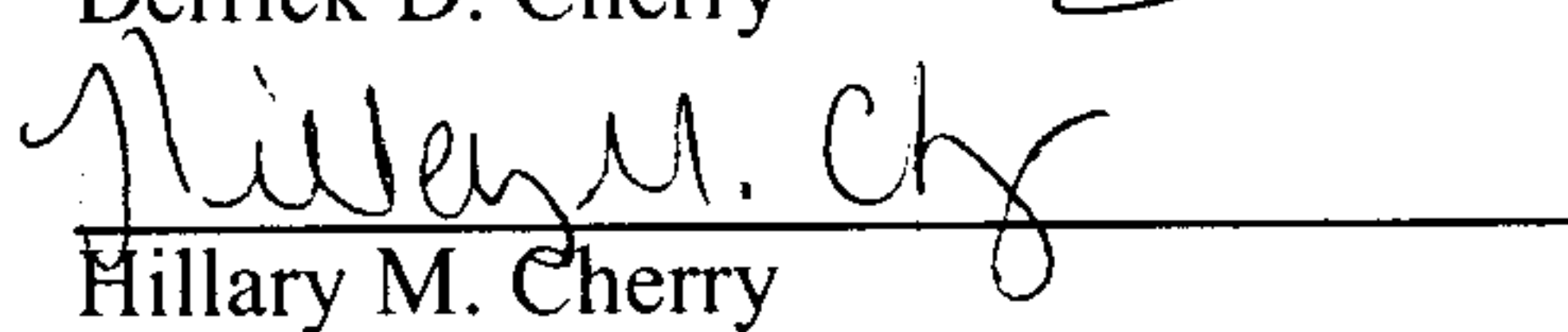
Given under my hand and official seal of office this the 3rd day of January, 2014.



  
NOTARY PUBLIC  
My Commission expires: 6/5/2015

  
20140117000016650 2/4 \$463.00  
Shelby Cnty Judge of Probate, AL  
01/17/2014 10:59:07 AM FILED/CERT

The Grantees execute this deed only to acknowledge and accept all covenants and restrictions contained hereinabove and Grantees, their successors and assigns, agree and understand that the property conveyed herein is subject to the foregoing covenants and restrictions.

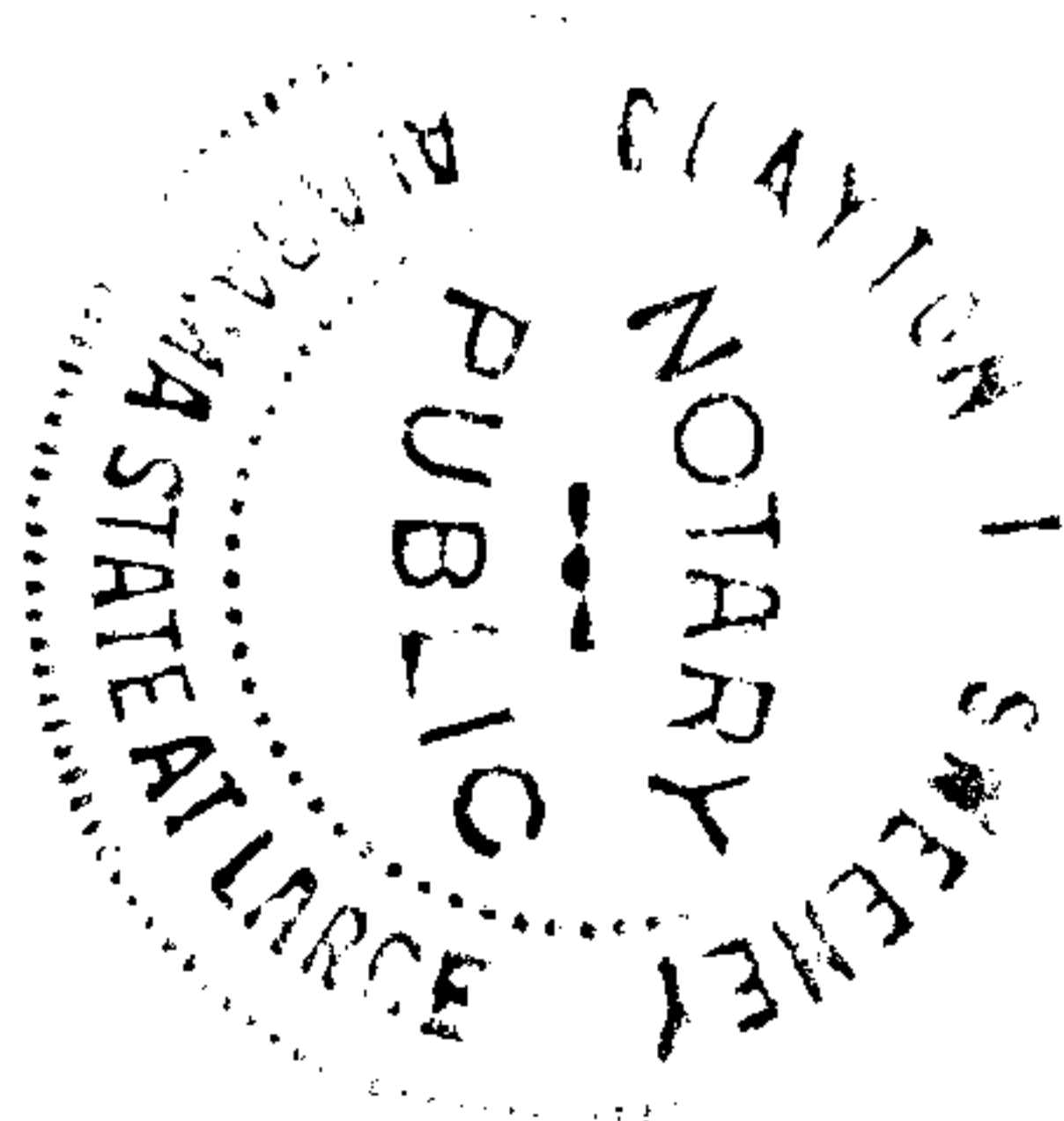
  
Derrick D. Cherry  
  
Hillary M. Cherry


STATE OF ALABAMA     )  
COUNTY OF JEFFERSON    )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Derrick D. Cherry and Hillary M. Cherry, 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 the conveyance, they, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3rd day of January, 2014.

  
NOTARY PUBLIC  
My Commission expires: 6/5/2015



  
20140117000016650 3/4 \$463.00  
Shelby Cnty Judge of Probate, AL  
01/17/2014 10:59:07 AM FILED/CERT



# Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1  
Derrick D. Cherry

Grantor's Name Courtside Development, Inc.  
Mailing Address 2700 Hwy. 280 E., Ste. 425  
Birmingham, AL 35223

Grantee's Name Hillary M. Cherry  
Mailing Address 3141 Brook Highland Dr.  
Birmingham, AL 35242

Property Address 3141 Brook Highland Dr.  
Birmingham, AL 35242

Date of Sale January 3, 2013

Total Purchase Price \$ 439,900.00

or

Actual Value \$

or

Assessor's Market Value \$

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale  
☐ Sales Contract  
☒ Closing Statement

☐ Appraisal  
☐ Other

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

## Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date \_\_\_\_\_

Print Courtside Development, Inc.  
by Douglas D. Eddleman, President

☐ Unattested

Sign (Signature)  
(Grantor/Grantee/Owner/Agent) circle one

(verified hv)

20140117000016650 4/4 \$463.00  
Shelby Cnty Judge of Probate, AL  
01/17/2014 10:59:07 AM FILED/CERT

Form RT-1