

Send tax notice to:
TOMMY L. WOOTEN
3945 CANNOCK DR
BIRMINGHAM, AL 35242

This instrument prepared by:
CHARLES D. STEWART, JR.
Attorney at Law
4898 Valleydale Road, Suite A-2
Birmingham, Alabama 35242

STATE OF ALABAMA
Shelby COUNTY

2015299

WARRANTY DEED


KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Three Hundred Fifty-Four Thousand Nine Hundred and 00/100 Dollars (\$354,900.00) **the amount which can be verified in the Sales Contract between the two parties** in hand paid to the undersigned, CHARLES MARK TUGGLE and KATRINA TUGGLE, HUSBAND AND WIFE **whose mailing address is:** 510 West 26th St, Apt 303-A, Austin TX 78705 (hereinafter referred to as "Grantors") by TOMMY L. WOOTEN and ANN S. WOOTEN **whose mailing address is:** 3945 CANNOCK DR, BIRMINGHAM, AL, 35242 hereinafter referred to as Grantees"), the receipt and sufficiency of which are hereby acknowledged, Grantor does, by these presents, grant, bargain, sell, and convey unto Grantees, as joint tenants with right of survivorship, the following described real estate situated in Shelby County, Alabama, to-wit:

LOT 181, ACCORDING TO THE SURVEY OF BROOK HIGHLAND, AN EDDLEMAN COMMUNITY, 6TH SECTOR, 1ST PHASE, AS RECORDED IN MAP BOOK 14, PAGE 83 A & B, AS RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO:

1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2014 WHICH CONSTITUTES A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 2015.
2. Municipal improvements, taxes, assessments and fire district dues against subject property, if any.
3. 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 32, Page 48, and Deed Book 121, Page 294 in the Probate Office of Shelby County, Alabama. Anything to the contrary notwithstanding, this policy, (policy to be issued if in a commitment), does not attempt to set out any ownership interest in any oil, gas, and minerals or any rights in connection therewith, and said oil, gas, and minerals interests, and all rights of entry, including the right to mine or extract such oil, gas and mineral interests are not insured. Nothing herein shall insure against loss or damage resulting from subsidence.
4. Building and setback lines of 35 feet as recorded in Map Book 14, Page 83, in the Probate Office of Shelby County, Alabama.
5. Easements as shown on recorded plat.
6. Drainage easement as recorded in Real Book 125, Page 238.

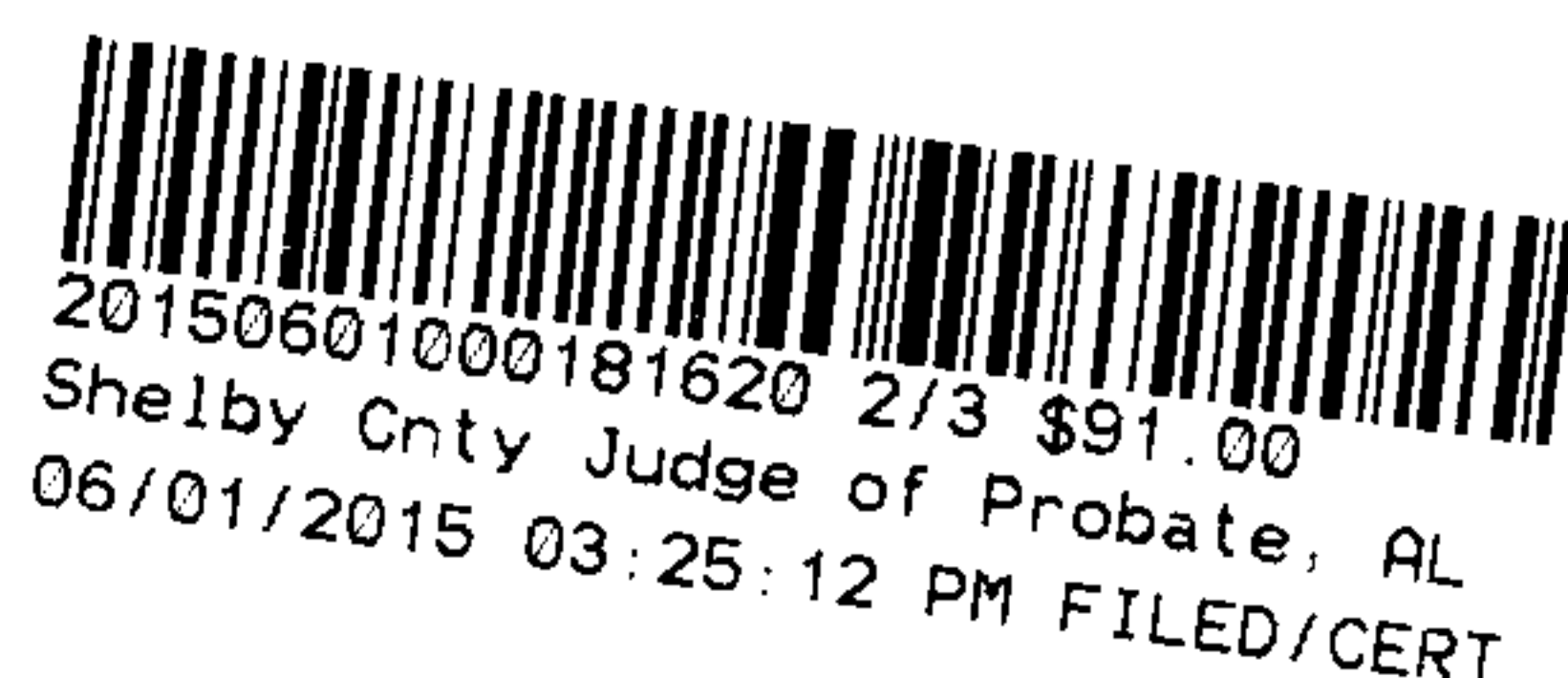

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Shelby County, AL 06/01/2015
State of Alabama
Deed Tax: \$71.00

7. 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.
8. Subject to covenants, conditions and restrictions (deleting therefrom, and 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 Book 194, Page 254 and as amended in Real Book 255, Page 131; Real Book 263, Page 604 and Real Book 298, Page 896, in the Probate Office of Shelby County, Alabama.
9. Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Brook Highland as recorded in Real Book 194, Page 254 along with Articles of Incorporation of Brook Highland Homeowner's Association, Inc., as recorded in Real Book 194, Page 281 and By-Laws of Brook Highland Homeowner's Association, Inc. as recorded in Real Book 194, Page 287 and Supplemental Covenants as recorded in Real Book 311 at page 78.
10. Permit to Alabama Power Company as recorded in Real Book 377, Page 433.
11. Easement to underground cables as recorded in Real Book 181, Page 995 and Real Book 364, Page 399.
12. Release of damages as recorded in Real Book 354, Page 646, as recorded in the Probate Office of Shelby County, Alabama.
13. Restrictive covenants for Watershed Property as recorded in Real Book 194, Page 54.
14. Restrictions as shown by recorded plat.
15. 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.
16. Drainage agreement for the Public Employees Retirement System of Ohio and Eddleman and Associates recorded in Real Volume 125, Page 238.
17. 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.
18. Covenants releasing predecessor 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 instruments recorded in Map Book 14, Page 83 A and B in Probate Office; the policy will insure that any violation of this covenant will not result in a forfeiture or reversion of title.
19. Supplementary and amended restrictions in Instrument No. 1998-19414; Instrument No. 2001-1342 and Instrument No. 2001-4260.

\$283,920.00 OF THE CONSIDERATION AS WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns forever. The Grantor does for itself, its successors and assigns, covenant with the Grantee, its successors and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, except as shown above; that it has a 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 Grantees, their heirs, executors, administrators and assigns forever against the lawful claims of all persons.



IN WITNESS WHEREOF, said Grantor, has hereunto set his/her hand and seal
this the 20th day of May, 2015.

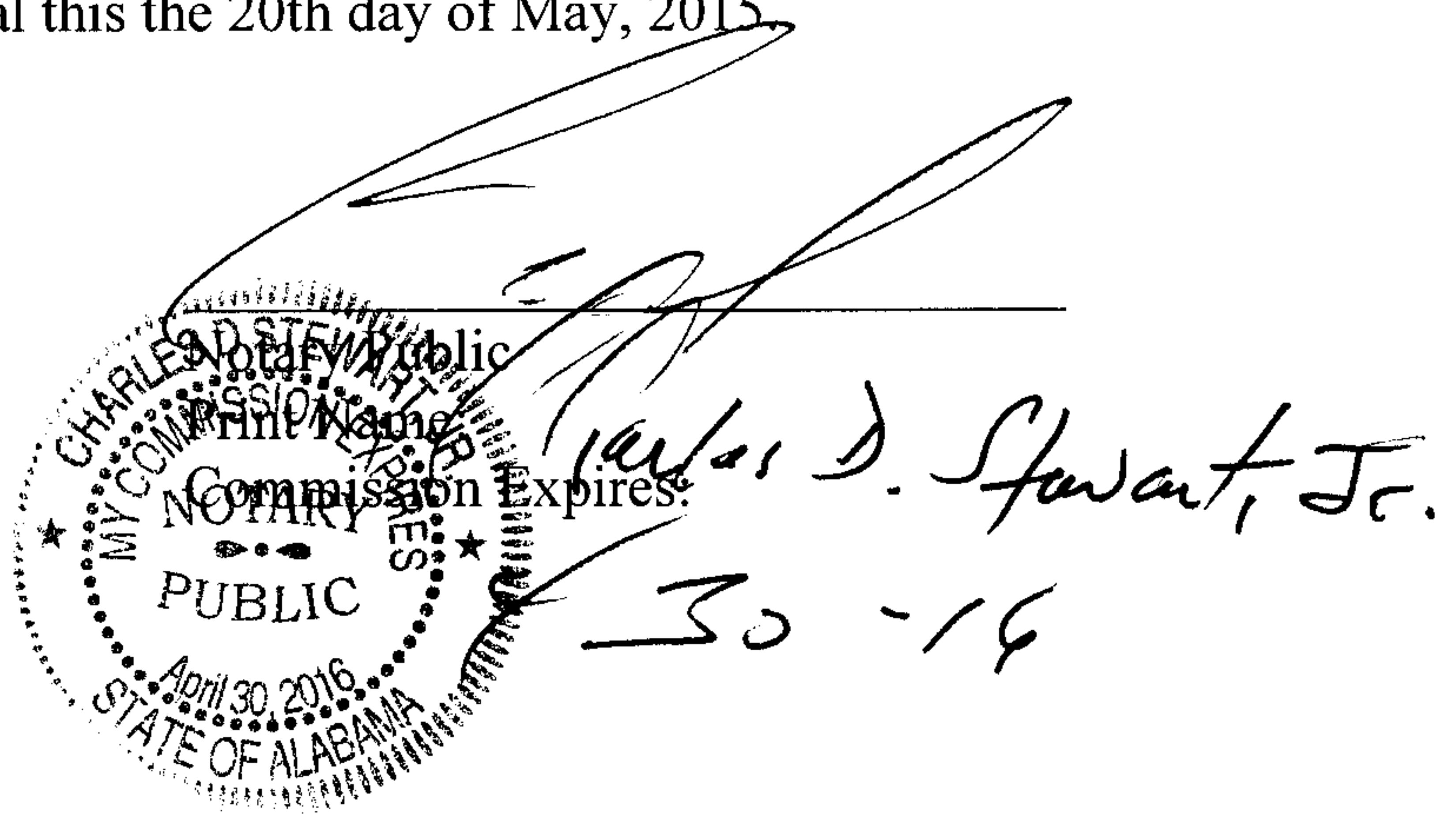

CHARLES MARK TUGGLE



KATRINA TUGGLE

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby
certify that CHARLES MARK TUGGLE and KATRINA TUGGLE whose name(s) is/are
signed to the foregoing instrument, and who is/are known to me, acknowledged before me
on this day, that, being informed of the contents of the said instrument, he/she/they
executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 20th day of May, 2015.


Charles D. Stewart, Jr.
30-16


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