

Send tax notice to:
ISAAC C. ARMSTRONG, IV
1080 SOMERSET LANE
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

2016237

20160531000184540
05/31/2016 10:09:48 AM
DEEDS 1/2

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Three Hundred Seventy-Nine Thousand Nine Hundred and 00/100 Dollars (\$379,900.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, DAVID J. GENTRY and PAMELA R. GENTRY, HUSBAND AND WIFE whose mailing address is: ~~1135 S. SOUTHWOOD BLVD, HILLSBOROUGH, NJ 07777~~ (hereinafter referred to as "Grantors") by ISAAC C. ARMSTRONG, IV and SHELBY ARMSTRONG whose property address is: 1080 SOMERSET LANE, 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 1140, ACCORDING TO THE SURVEY OF BROOK HIGHLAND, 11TH SECTOR, PHASE I, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 19, PAGE 68, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO:

1. Taxes for the year beginning October 1, 2015 which constitutes a lien but are not yet due and payable until October 1, 2016
2. Any mineral or mineral rights leased, granted or retained by current or prior owners.
3. Easements and building lines as shown on recorded map(s), including but not limited to any notes, conditions, and restrictions.
4. 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 Probate Office.
5. 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 as recorded in Real 194, Page 281 and By-Laws recorded in Real 194 Page 287-A in Probate Office, Along with Supplemental Protective Covenants as set out in Inst #1993-1877, Inst # 1995-1043, Inst #1997-34700 and Inst # 1998-19414 in Probate Office. Along with Amendment to Declaration of Protective Covenants of Brook Highland, a Residential Subdivision as set out in instrument recorded in Inst #2001-01342 and as corrected as restated in instrument recorded in Inst. #2001-04260.
6. A Deed and Bill of Sale from AmSouth as Ancillary Trustee to the Water Works and Sewer Board of the City of Birmingham conveying the sanitary sewer trunkline, pipelines, force mains, gravity flow mains, etc., located under the surface of subject land, as shown by instrument recorded in Real 194, Page 43; as Inst. #1994-37059; Inst #1994-37060 and Inst #1994-37061, along with an easement for Sanitary Sewer Lines and Water Lines as set out in Real 194 Page 1, in the Probate Office.
7. Drainage agreement between AmSouth Bank, N.A., 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 dated April 14, 1987 in the Probate Office.
8. 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 in the Probate Office.
9. Title to all minerals within and underlying the property, together with all mining rights and other rights, privileges, immunities and release of damages relating thereto, as recorded in Deed Book 32, Page 48, and any damages relating to the exercise of such rights or the extraction of such minerals.

10. Restrictive covenants with regard to underground transmission installation by Alabama Power Company as recorded in Real 181, Page 995 in the Probate Office.
11. Covenant 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 instrument recorded in Map Book 19, Page 68 in the Probate Office; the policy will insure that any violation of this covenant will not result in a forfeiture or reversion of title.
12. Easement to Alabama Power Company as shown by instrument recorded in Real 207, Page 380 and Real 220, Pages 521 and 532 in the Probate Office.
13. Agreement concerning Electric Service to NCNB/Brook Highlands and Alabama Power Company recorded in real 306, Page 119 in the Probate Office.
14. Subdivision restrictions as shown on recorded plat as Map Book 19, Page 68, including construction of single family residences only.
15. 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, as Instrument #1992-14567, and Instrument #1993-32511 in the Probate Office.
16. Brook Highland Common Property Declaration of Covenants, Conditions and Restrictions recorded in Real 307, Page 950 in the Probate Office.
17. Sewer Line easement to D & D Water Renovates, Inc. recorded in Real 107, Page 976 in the Probate Office.
18. Emergency Vehicle Easement granted to Eagle Ridge, Ltd. recorded in Real 107, Page 965 in the Probate Office.
19. Easement to Water Works Board of Birmingham as shown by Instruments recorded in Inst #1994-37065, Inst #1994-37063 and Inst #1994-37064 in the Probate Office.
20. Transmission line permits to Alabama Power Company as shown by instruments recorded in Deed Book 112, Pages 132 and 133 in the Probate Office.
21. Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities and limitations, as applicable, as set out in, and as referenced in deed(s) recorded in Inst #1996-30602 and Inst. #1996-32380 in the Probate Office.

\$318,900.00 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 27th day of May, 2016.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
05/31/2016 10:09:48 AM
\$397.00 CHERRY
20160531000184540

[Handwritten signature]

[Handwritten signature of David J. Gentry]

DAVID J. GENTRY

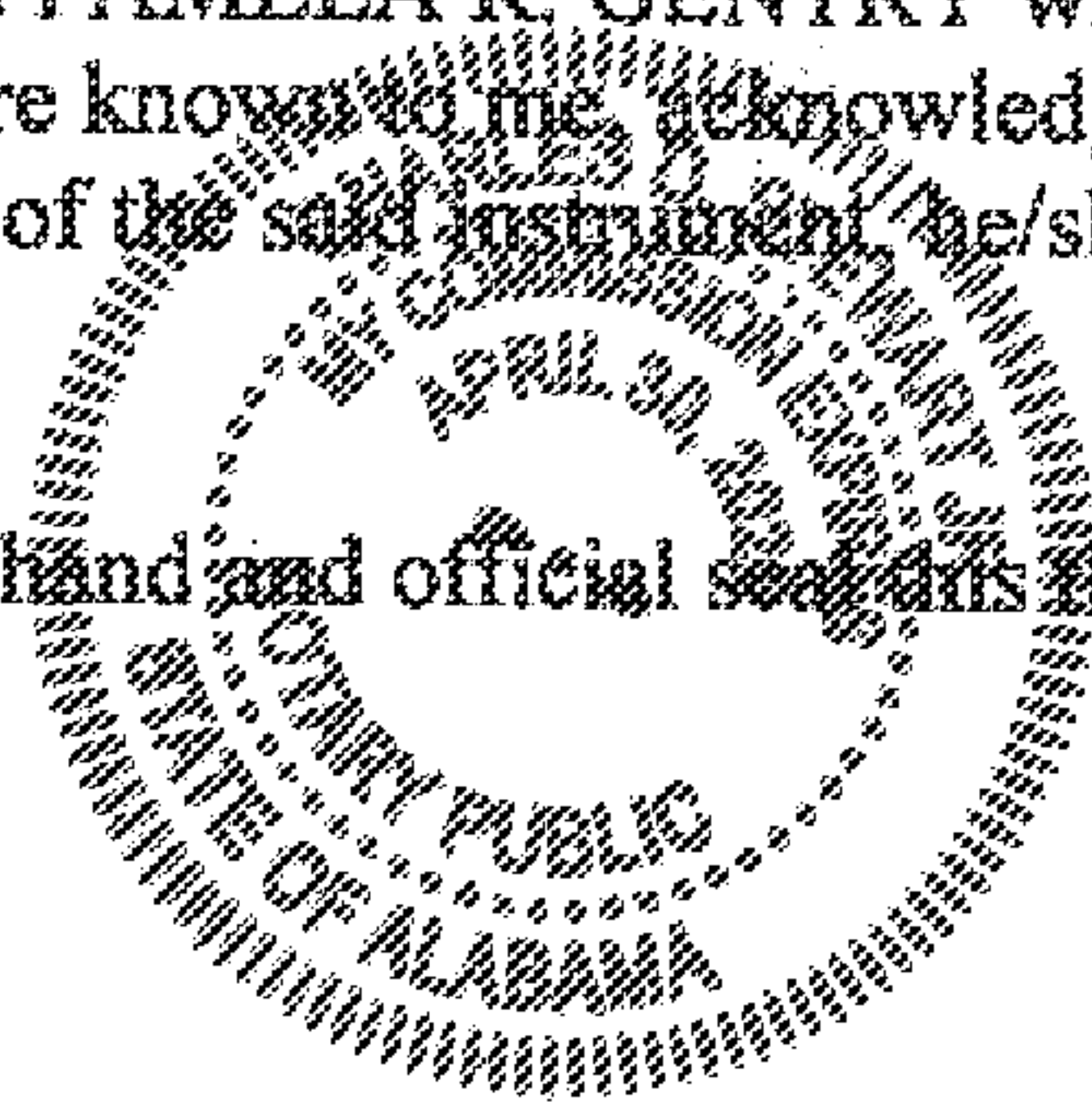
[Handwritten signature of Pamela R. Gentry]

PAMELA R. GENTRY

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that DAVID J. GENTRY and PAMELA R. GENTRY 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 27th day of May, 2016.



[Handwritten signature of Notary Public]

Notary Public
Print Name:
Commission Expires:

[Handwritten date: 9-30-20]