

This Instrument was Prepared by:  
Shannon E. Price, Esq.  
Kudulis, Reisinger & Price, LLC  
P.O. Box 653  
Birmingham, AL 35201

Send Tax Notice To: Robert E Jones  
LaJuana D Jones  
5016 Somerset Way  
Birmingham, AL 35242

**WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

State of Alabama } Know All Men by These Presents: 20170301000069690  
Shelby County DEEDS 1/4 03/01/2017 08:30:06 AM

That in consideration of the sum of **Four Hundred Eighty One Thousand Two Hundred Dollars and No Cents (\$481,200.00)**, the amount of which can be verified in the Sales Contract between the parties hereto, to the undersigned Grantor or Grantors in hand paid by the Grantees herein, the receipt whereof is acknowledged, we, **Kasey Mixon and Joel Mixon, wife and husband, whose mailing address is 1050 Greystone Crest, Birmingham, AL 35242** (herein referred to as Grantors), do grant, bargain, sell and convey unto **Robert E Jones and LaJuana D Jones, whose mailing address is 5016 Somerset Way, Birmingham, AL 35242** (herein referred to as Grantees), for and during their joint lives as tenants and upon the death of either of them then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in Shelby, County, Alabama, **the address of which is 5016 Somerset Way, Birmingham, AL 35242**; to wit;

LOT 1207, ACCORDING TO THE SURVEY OF BROOK HIGHLAND., AN EDDLEMAN COMMUNITY, 12TH SECTOR, AS RECORDED IN MAP BOOK 34, PAGE 148, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

\$235,000.00 of the purchase price is being paid by a mortgage being simultaneously recorded herewith.

**Property may be subject to all covenants restrictions, regulations, conditions, easements, liens, set back lines, and other rights of whatever nature, recorded, and/or unrecorded.**

All taxes for the year 2017 and subsequent years, not yet due and payable.

Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting title that would be disclosed by an accurate and complete survey of the land.

Rights or claims of parties in possession not shown by the public records.

Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law, and not shown by the public records.

Such state of facts as shown on subdivision plat recorded in Plat Book 34, Page 148.

Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records .

Easement or other uses of the Land not visible from the surface, or easements or claims of easements, not shown by the public records.

Building lines, right of ways, easements, restrictions, reservations and conditions, if any, as recorded in Map Book 34, Page 148.

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.

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 Association, Inc. as recorded in Real 194, Page 287 in said Probate Office along with Supplemental Protective Covenants being amended in Real 263, Page 604, in said Probate Office, Supplemental Protective Covenants of Brook Highland, as set out in Instrument #20050414000176260 and in Map Book 34, Page 148, in said Probate Office.

A non-exclusive easement and agreement between Eddleman and Associates and the Water Works and Sewer Board of the City of Birmingham, dated July 11, 1988, and recorded in Real 194, Page 20 and Real 194, Page 43 in said Probate Office.

Easement and agreements between AmSouth Bank, N.A. as Ancillary Trustee for NCBN National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio and The Water Works and Sewer Board of the City of Birmingham, as set out in instrument recorded in Real 194, Page 1 and Real 194, Page 40 in said Probate Office.

Drainage Agreement between AmSouth Bank, N.A., as Ancillary trustee for NCBN National Bank



of North Carolina, as Trustee of 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 238 in said 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 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 said 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 121, page 294; Deed Book 32, Page 48, Deed Book 111, page 625; Real Book 178, page 521; Deed Book 235, page 552; Deed Book 127, Page 140, in said Probate Office.

Restrictive covenants with regard to underground transmission installation by Alabama Power Company as recorded in Real 181, Page 995, in said Probate Office.

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 34, Page 148, in said Probate Office.

Subdivision restrictions shown on recorded plat in Map Book 34 Page 148 to provide for construction of single family residences only.

Easement to Water Works & Sewer Board recorded in Real 252, Page 210 in said Probate Office.

Brook Highland Common Property Declaration of Covenants, Conditions and Restrictions set out in Real 307 page 950 in said Probate Office.

Deed and Bill of Sale to The Water Works Board of the City of Birmingham, recorded in Book 194, Page 20 in said Probate Office.

Terms, agreements and right of way to Alabama Power Company, recorded in Book 181, Page 995 in said Probate Office.

Agreement concerning electric service recorded in Book 306, Page 119 in said Probate Office.

Right of Way to The Water Works and Sewer Board of the City of Birmingham recorded in Instrument #2001-85 in said Probate Office.

Transmission line permits to Alabama Power Company by instrument recorded in Deed Book 112, Pages 132 and 133, in the Office of the Judge of Probate of Shelby County, Alabama.

Right of way to Alabama Power Company as recorded in Real Book 220, Page 521 and 532 and Real Book 207, Page 380, in the Office of the Judge of Probate of Shelby County, Alabama.

Transfer of royalty and mineral interest with Jerry F. Colwell by instrument recorded in Deed Book 327, Page 553, in said Probate Office.

Reciprocal easement agreement with Billy D. and Douglas D. Eddleman and AmSouth Bank, Trustee dated August 9, 1988 as set out in Real Book 199, Page 18, in the Probate Office.

Reciprocal easement agreement with Eddleman & Assoc. and AmSouth Bank as Trustee, dated April 14, 1987 as set out in Real Book 125, Page 249, in the Probate Office.

Declaration of Protective Covenants dated July 11, 1988 as set out in Real Book 194, Page 54; Real Book 194, Page 254 and Real Book 317, page 767 in the Probate Office.

Supplementary Declaration of Protective Covenants of Brook Highland as set out in Instrument No. 1999-40610 and Instrument No. 2000-00933.

Amendment to Declaration of Protective Covenants of Brook Highland as set out in Instrument No. 2001-01342.

Corrected and Restated Amendment to Declaration of Protective Covenants of Brook Highland as set out in Instrument No. 2001-04260.

Deed and Bill of Sale to The Water Works & Sewer Board of the City of Birmingham dated July 12, 1988 as set out in Real 194, Page 43, and dated June 28, 1988 as set out in Real Book 194, Page 40, in the Probate Office.

Agreement concerning electric services dated February 5, 1988 as set out in Real Book 306, Page 119, in the Probate Office.

Brook Highland Common Property Declaration of Covenants, Conditions and Restrictions as set out in Real Book 307, Page 950 in the Probate Office.

Drainage Agreement between AmSouth Bank, Trustee and Eddleman & Assoc. dated April 14,



1987 as set out in Real Book 125, Page 238 in the Probate Office.

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Restrictive Agreements as set out in Real Book 220, Page 339, dated December 30, 1988 to Stonebrook Development Co.; in Real Book 308, Page 1, dated August 29, 1990 to JDN Enterprises, Inc.; in Instrument No. 1992-14567, dated July 20, 1992 to Brook Hills Baptist Church, Inc.; in Instrument No. 1993-32511, dated October 12, 1993 to Brook Highland, Ltd. Partnership; in Instrument No. 1993-3085 dated January 28, 1998 to The Church at Brook Hills.

Easement for sanitary sewer lines and water lines dated July 12, 1988 as set out in Real Book 194, Page 1, in the Probate Office.

Restrictive Covenants dated February 17, 1988 as set out in Real Book 181, Page 995, in the Probate Office.

Subdivision restrictions as shown on plat recorded in Map Book 34, Page 148.

Assignment and Assumption of Rights, Duties and Obligations under Declaration, Watershed Covenants and Restrictive Agreements as set out in Instrument No. 20040615000323410, in the Probate Office,

Protective Covenants for Brook Highland, 12th Sector, to be recorded.

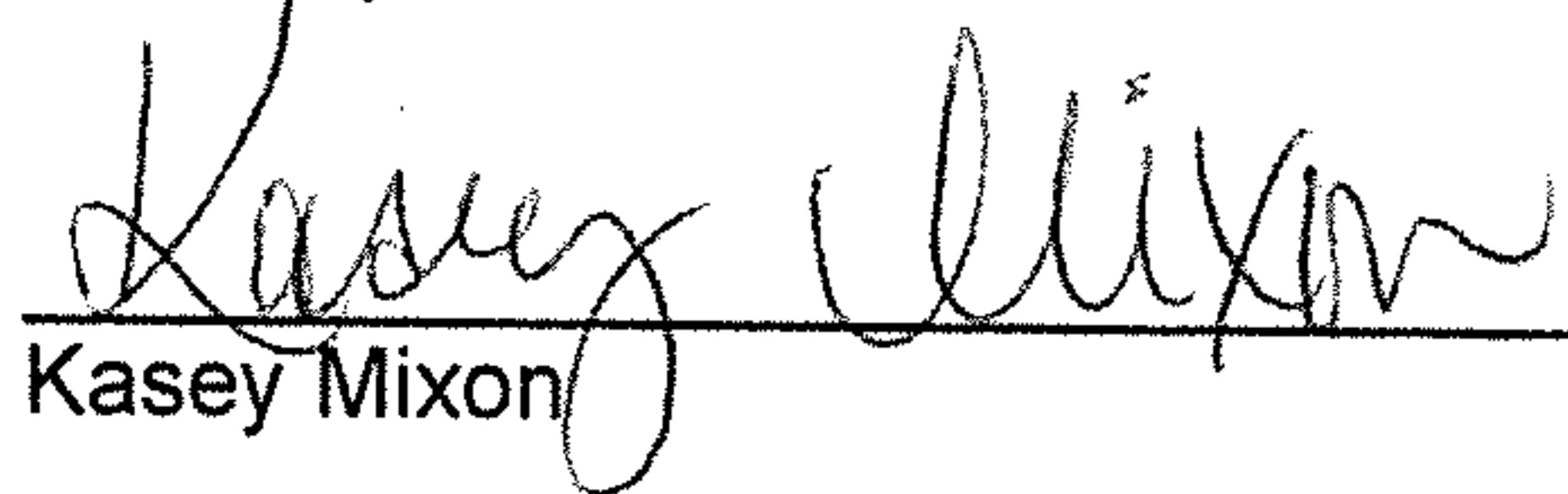
Building and setback lines of 30 feet and 35 feet as recorded in Map Book 34, Page 148, in the Probate Office of Shelby County, Alabama.

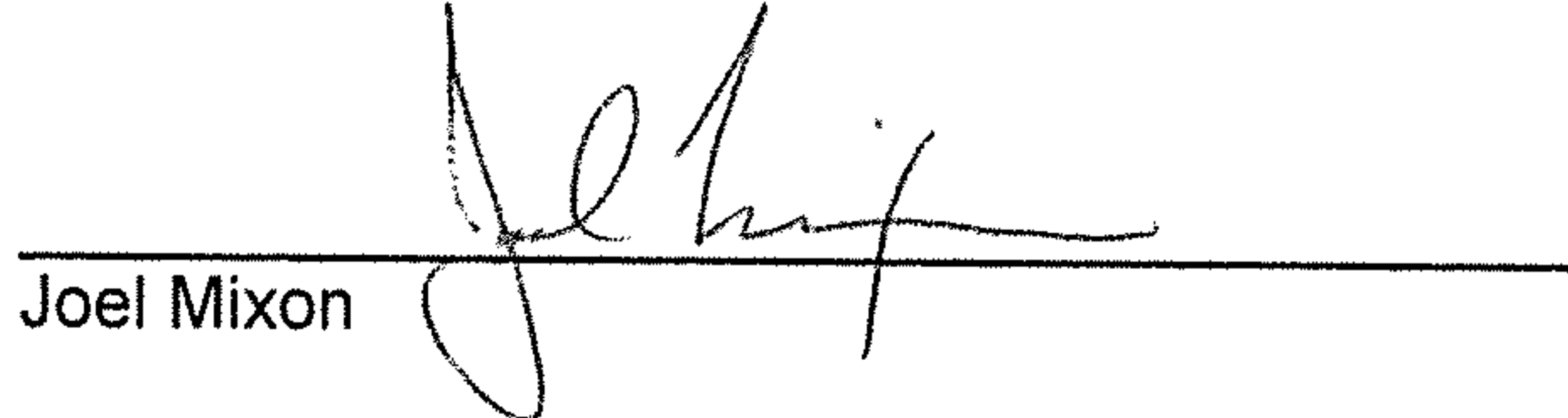
20 foot easement along rear lot line as per plat.

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 parties to this conveyance, that (unless the joint tenancy hereby created is served 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, I (we) have hereunto set my (our) hand(s) and seal(s) this 28th day of February, 2017.

  
Kasey Nixon

  
Joel Nixon

State of Alabama

}

General Acknowledgment

Jefferson County

I, the undersigned authority, a Notary Public in and for the said County, in said State, hereby certify that Kasey Nixon and Joel Nixon, wife and husband 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 the 28th day of February, 2017.

  
Notary Public, State of Alabama

the undersigned authority

Printed Name of Notary

My Commission Expires: 1/9/2021

WILLIAM PATRICK COCKRELL, II  
Notary Public, Alabama State At Large  
My Commission Expires Jan. 9, 2021



**Real Estate Sales Validation Form**  
**20170301000069690 03/01/2017 08:30:06 AM DEEDS 4/4**  
*This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1*

Grantor's Name Kasey Mixon  
Joel Mixon  
Mailing Address 1050 Greystone Crest  
Birmingham, AL 35242  
Property Address 5016 Somerset Way  
Birmingham, AL 35242

Grantee's Name Robert E Jones  
LaJuana D Jones  
Mailing Address 5016 Somerset Way  
Birmingham, AL 35242

Date of Sale February 28, 2017  
Total Purchase Price \$481,200.00  
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)

<input type="checkbox"/> Bill of Sale	<input type="checkbox"/> Appraisal
<input checked="" type="checkbox"/> Sales Contract	<input type="checkbox"/> Other
<input type="checkbox"/> Closing Statement	

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 of 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 February 27, 2017

Unattested

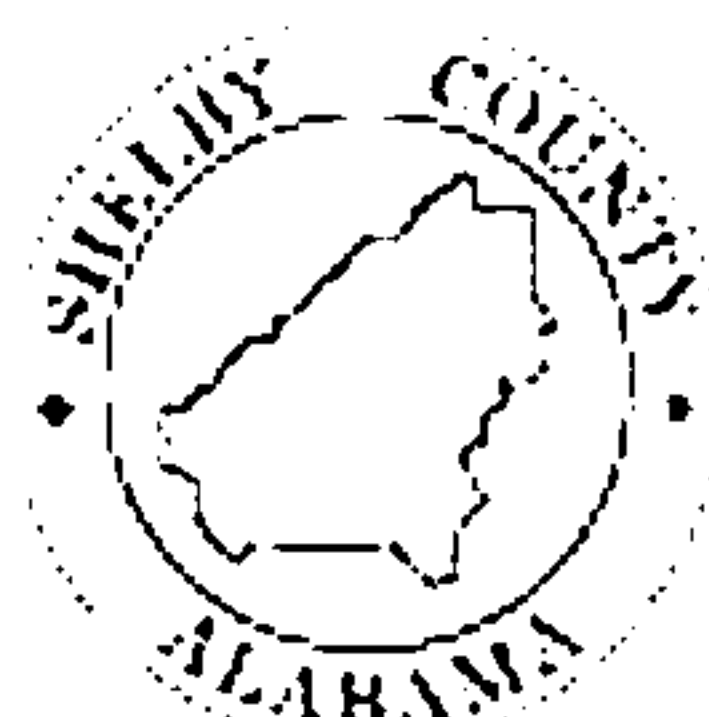
JP  
(verified by)

Print Kasey Mixon

Sign Kasey Mixon

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
03/01/2017 08:30:06 AM  
\$270.50 CHERRY  
20170301000069690

A handwritten signature in dark ink, appearing to read "James W. Fuhrmeister", is written over the official stamp area.