

Send tax notice to:
VITO JOSHUA CARRUBA
3042 BROOK HIGHLAND DRIVE
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

2017243

WARRANTY DEED

20170605000196960
06/05/2017 01:25:29 PM
DEEDS 1/2

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Four Hundred Twenty-Six Thousand Four Hundred and 00/100 Dollars (\$426,400.00) **the amount which can be verified in the Sales Contract between the two parties** in hand paid to the undersigned, NEAL F. FONDREN and CHRISTY R. FONDREN, husband and wife **whose mailing address** is: 7310 Antoinette Way, Unit 108, Knoxville, TN 37919 (hereinafter referred to as "Grantors") by VITO JOSHUA CARRUBA and SHELLEY S. CARRUBA **whose property address** is: 3042 Brook Highland Drive, 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 1605, according to the survey of Brook Highland, 16th Sector, Phase 1, as recorded in Map Book 25, Page 150, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

1. Taxes for the year beginning October 1, 2016 which constitutes a lien but are not yet due and payable until October 1, 2017.
2. 35-foot building set back line from Brook Highland Drive as shown on recorded map of said subdivision.
3. Drainage Agreement between AmSouth Bank and Eddleman and Associates recorded in Real Book 124, Page 238.
4. Reciprocal Easement Agreement between AmSouth Bank and Eddleman and Associates recorded in Real Book 125, Page 249 and Real Book 199, Page 18.
5. 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 127, Page 140 and Deed Book 121, Page 294.
6. Restrictive covenants with regard to underground transmission installation by Alabama Power Company recorded in Real Book 181, Page 995.
7. 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 16 and in deed recorded in Inst. No. 1999-40611.
8. Subdivision restrictions shown on recorded plat in Map Book 26, Page 16, to provide for construction of single family residences only.
9. Easement to Water Works & Sewer Board recorded in Real Book 252, Page 210.
10. Brook Highland Common Property Declaration of Covenants, Conditions and Restrictions set out in Real Book 307, Page 950.
11. Declaration of Protective Covenants for the "Watershed Property", recorded in Real Book 194, Page 54.
12. Declaration of Protective Covenants, Agreements, Easements, and Charges recorded in Real Book 194, Page 254 and amended in Real Book 263, Page 604 and Inst. No. 2000-00933
13. Easement to Alabama Power Company recorded in Real Book 220, Page 521, Real Book 220, Page 532 and Real Book 207, Page 380.
14. A non-exclusive easement and agreement between Eddleman and Associates and the Water Works and Sewer
15. Board of the City of Birmingham, recorded in Real Book 194, Page 20 and Real Book 194, Page 43.
16. 10-foot Utility Easement across the West side of said lot as shown on recorded map.

\$383,760.00 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 1st day of June, 2017.

Neal F. Fondren
By and through Christy R. Fondren
His attorney in fact
NEAL F. FONDREN
By and through Christy R. Fondren
His attorney in fact
Christy R. Fondren
CHRISTY R. FONDREN

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that CHRISTY R. FONDREN 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 1st day of June, 2017.

Notary Public
Print Name: *Charles D. Stewart Jr.*
Commission Expires: *APRIL 30, 2020*

State of Alabama
County of Shelby

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Christy R. Fondren, whose name as Agent and Attorney in Fact for Neal F. Fondren, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument, she executed the same voluntarily in her capacity as Attorney in Fact for Neal F. Fondren on the day the same bears date.

Given under my hand and official seal this the 1st day of June, 2017

Notary Public
Print Name: *Charles D. Stewart Jr.*
Commission Expires: *APRIL 30, 2020*



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
06/05/2017 01:25:29 PM
\$61.00 CHERRY
20170605000196960

James W. Fuhrmeister