

This instrument was prepared by:  
Jack T. Carney, Esq.  
Carney Dye, LLC  
PO Box 43647  
Birmingham, Alabama 35243

SEND TAX NOTICE TO:  
Frances Helen Lawlor  
113 Courtside Drive  
Birmingham, AL 35242

## QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS THAT:

That for and in consideration of the sum of Ten and NO/100 Dollars (\$10.00), and other good and valuable consideration, to the undersigned Grantors, in hand paid by the Grantee herein, the receipt whereof is acknowledged, I, **Frances Helen Lawlor, an unmarried woman** (herein referred to as "GRANTOR"), do hereby remise, release, quitclaim, grant, sell and convey unto **Frances Helen Lawlor, as Trustee of the Frances Helen Lawlor Management Trust, dated the 12<sup>th</sup> day of October, 2017** (herein referred to as "GRANTEE"), all my right, title, interest and claim in or to the following described real estate, situated in Shelby County, Alabama to wit:

Unit 14-A, according to a Resurvey of Lots 2A, 13A, 14A, 18A and 19A of Courtside at Brook Highland, a condominium, as established by that certain Declaration of Condominium of Courtside at Brook Highland, a condominium, which is recorded as Instrument #20020521000241450 in the Probate Office of Shelby County, Alabama, as amended by the Amendment thereto recorded as Instrument #20020521000241460 in said Probate Office and as further amended by the Corrective Amendment recorded as Instrument #20020521000241470 in said Probate Office and as reflected in the Plan of Courtside at Brook Highland prepared by K. B. Weygand & Associates, P.C. which is attached as Exhibit C to the Declaration of Condominium recorded as Instrument #20020521000241450 and which is also separately recorded in Map Book 37, Page 78 in said Probate Office.

Subject to:

1. Property taxes for the year 2017 and each year thereafter.
2. Easements, restrictions and reservations of record.
3. Easement of undetermined width along rear as per plat.
4. Declaration of agreements, covenants, restrictions, easements, and conditions as set forth in the Declaration of Condominium of Courtside at Brook Highland, a condominium, which is recorded as Instrument #20020521000241450 in the Probate Office of Shelby County, Alabama, as amended by the Amendment thereto recorded as Instrument #20020521000241460 in said Probate Office and as further amended by the Corrective Amendment recorded as Instrument #20020521000241470 in said Probate Office (the "Courtside Declaration").
5. Rights of parties in land and all Common Elements as set forth in the Courtside Declaration.
6. By-Laws, rules, regulations, restrictions, covenants, and miscellaneous provisions of By-Laws of Courtside at Brook Highland Association, Inc. as recorded as Exhibit B to the Courtside Declaration in the Probate Office of Shelby County, Alabama (the "Courtside By-Laws").

Shelby County, AL 11/08/2017  
State of Alabama  
Deed Tax \$244.00

  
20171108000405310 1/4 \$268.00  
Shelby Cnty Judge of Probate, AL  
11/08/2017 10:53:04 AM FILED/CERT

7. Provisions and powers as set forth in the Articles of Incorporation of Courtside at Brook Highland Association, Inc. recorded in Instrument Number 2001-29968, in the Probate Office of Shelby County, Alabama (the "Courtside Articles").
8. Easement to Alabama Power Company recorded in Real 207, Page 380; Real 220, Page 521; and Real 220, Page 532.
9. Reciprocal Easement Agreement between AmSouth Bank, N.C., 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.
10. Brook Highland Common Property Declaration of Covenants, Conditions and Restrictions as set out in Real 307, Page 950.
11. 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, as set out in Instrument recorded in Real 194, page 54.
12. 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 Instrument recorded in Real 125, Page 238.
13. Easement for sanitary sewer lines and water lines in favor of The Water Works and Sewer Board of the City of Birmingham as recorded in Real 194, page 1.
14. 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 Billy and Douglas Eddleman, as set out in Instrument dated August 9, 1988 and recorded in Real 199, Page 18.
15. Restrictive Agreement and Protective Covenants including restrictive use of property as set out in Instrument No. 1992-14567, Real 308, Page 1; and Real 220, Page 339.
16. Agreement concerning Electric Service to NCNB/Brook Highland and Alabama Power Company as recorded in Real 306, Page 119.
17. 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 121, Page 294 and Deed Book 28, Page 581.
18. Articles of Incorporation of Courtside at Brook Highland Association, Inc., recorded in Instrument No. 2001-29968.
19. Limitations and conditions imposed by the Condominium Law of Alabama as set out in Title 35 Chapter 8, Condominium Ownership Act, Acts 1964 1<sup>st</sup> Executive Sessions No. 206, Pages 266 and Acts 1973 No. 1059, Page 1732, 1975 Code of Alabama.
20. Easement Agreement recorded in Instrument No. 2002510000223870.
21. Restrictive Covenants as recorded in Real 181, page 995.
22. Restrictions, limitations and conditions as recorded in Map Book 23, Page 91.
23. Release of damages as recorded in Instrument No. 1998015836.

TO HAVE AND TO HOLD same unto Grantee, and unto Grantee's assigns forever, with all appurtenances thereunto belonging.

NO TITLE OPINION GIVEN.

IN WITNESS WHEREOF, this instrument was executed, signed and delivered by the undersigned on this the 12<sup>th</sup> day of October, 2017.

**GRANTOR:**

Frances Helen Lawlor  
Frances Helen Lawlor

STATE OF ALABAMA )  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Frances Helen Lawlor, an unmarried woman**, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 12<sup>th</sup> day of October, 2017.

[Signature]  
NOTARY PUBLIC  
My Commission Expires: 2-17-19

Grantor's Address:  
Frances Helen Lawlor  
113 Courtside Drive  
Birmingham, AL 35242

Grantee's Address:  
Frances Helen Lawlor, Trustee  
113 Courtside Drive  
Birmingham, AL 35242

# Real Estate Sales Validation Form

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

Grantor's Name Frances Helen Lawlor  
Mailing Address 113 Courtside Dr  
Birmingham, AL 35242

Grantee's Name Frances Helen Lawlor, Trustee  
Mailing Address 113 Courtside Dr  
Birmingham, AL 35242

Property Address 113 Courtside Dr  
Birmingham, AL 35242

Date of Sale 10/12/17  
Total Purchase Price \$ \_\_\_\_\_  
or  
Actual Value \$ \_\_\_\_\_  
or  
Assessor's Market Value \$244,000

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 tax assessed value

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 10/25/2017

Unattested

(verified by)

Print Shannon H. Oye

Sign

[Signature]

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1



20171108000405310 4/4 \$268.00  
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