

Send tax notice to:  
JAMES RYAN BROWN  
2121 KNOLLWOOD PLACE  
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

2019085T

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Three Hundred Twenty-Three Thousand and 00/100 Dollars (\$323,000.00) **the amount which can be verified in the Sales Contract between the two parties** in hand paid to the undersigned, **PATRICK SPEESE and DAWN MARTIN SPEESE, A MARRIED COUPLE** whose mailing address is: 169 Bay Creek Drive, Holland, MI 49424 (hereinafter referred to as "Grantors") by **JAMES RYAN BROWN and KRISTA MARIE BROWN** whose property address is: 2121 Knollwood Place, 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 1138, according to the Map of Highland Lakes, 11th Sector, as Eddleman Community, as recorded in Map Book 27, Page 84 A, B, C and D, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.**

**Together with nonexclusive easement to use the private roadways, common areas, all as more particularly described in the Declaration of Easement and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument No. 1994-07111 and amended in Instrument No. 1996-17543 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 11th Sector, recorded as Instrument No. 2000-41316 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").**

SUBJECT TO:

1. Taxes for the year beginning October 1, 2018 which constitutes a lien but are not yet due and payable until October 1, 2019.
2. Restrictions, public utility easements and setback lines as shown on the recorded map of Highland Lakes, 11th Sector, as Eddleman Community, as recorded in Map Book 27, Page 84 A, B, C and D, in the Probate Office of Shelby County, Alabama.
3. 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, including those recorded in Book 28, page 237.
4. Right of way to Shelby County, Alabama, recorded in Book 196, page 246.
5. Agreement with Alabama Power Company as to Covenants as recorded in Instrument #1999-1186.
6. Rights of Riparian Owners in and to the use of the lake, if any.
7. Release of damages recorded in Instrument #1999-40619.

8. Right of way granted to Birmingham Water and Sewer Board as recorded in Instrument #1997-4027; Instrument #2000-12490 and Instrument #1996-25667.
9. Covenants, conditions and restrictions as recorded in Instrument #1994-07111; amended in Instrument #1996-17543; Instrument #1999-31095; Instrument #9402-3497 and Instrument #2000120100041316.
10. Lake Easement Agreement executed by Highland Lake Properties, Ltd. and Highland Lake Development, Ltd., Providing for easements, use by others, and maintenance of Lake Property described within recorded in Instrument #1993-15705.
11. Easement for ingress and egress recorded in Instrument #1993-15704.
12. Easement recorded in Instrument #20010606000229201.
13. Cable agreement recorded in Instrument #1997-33476.

\$317,149.00 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 21 day of February, 2019.

  
PATRICK SPEESE

  
DAWN MARTIN SPEESE

STATE OF MI  
COUNTY OF Ottawa

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that PATRICK SPEESE and DAWN MARTIN SPEESE 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 21<sup>st</sup> day of February, 2019.



Notary Public  
Print Name: Nathan Peterson  
Commission Expires: 03/09/2023



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
03/04/2019 12:06:37 PM  
\$24.00 CHERRY  
20190304000067780

*Allen S. Bezel*

