

Send tax notice to:  
**DELBERT A HOPPER, II**  
**1612 WINGFIELD DRIVE**  
**BIRMINGHAM, AL, 35242**

This instrument prepared by:  
Charles D. Stewart, Jr.  
Attorney at Law  
4898 Valleydale Road, Suite A-2  
Birmingham, AL 35242

STATE OF ALABAMA  
SHELBY COUNTY

2020908

**WARRANTY DEED**

KNOWN ALL MEN BY THESE PRESENTS:

That in consideration of Five Hundred Ninety-Eight Thousand Nine Hundred and 00/100 Dollars (\$598,900.00) the amount which can be verified in the Sales Contract between the two parties to the undersigned, **NOEMI KINSEY, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF KURTIS KINSEY, DECEASED, CASE NO. PR-2020-000574, IN THE PROBATE COURT OF SHELBY COUNTY, ALABAMA**, whose mailing address is: 2056 Stone Brook Drive, B'ham AL 35242 (hereinafter referred to as Grantor) in hand paid by **DELBERT A HOPPER, II** whose property address is: **1612 WINGFIELD DRIVE, BIRMINGHAM, AL, 35242** (hereinafter referred to as Grantee), the receipt of which is hereby acknowledged, Grantors do, by these presents, grant, bargain, sell, and convey unto Grantee, the following described real estate situated in Shelby County, Alabama, to-wit:

**Lot 826, according to the Survey of Brook Highland, an Eddleman Community, 8th Sector, 2nd Phase, as recorded in Map Book 16, page 96, in the Probate Office of Shelby County, Alabama.**

SUBJECT TO:

1. Taxes for the year beginning October 1, 2020 which constitutes a lien but are not yet due and payable until October 1, 2021.
2. Building line(s) as shown by recorded map.
3. Easement(s) as shown by recorded map.
4. Restrictions as shown by recorded map.
5. NOTE: Map Book 16, page 96 shows the following reservation:  
Sink Hole Prone Areas-The Subdivision shown hereon including lots and streets, lies in an area where natural lime sinks may occur. Shelby County, the Shelby County Engineer, the Shelby County Planning Commissioner and the individual members thereof and all other agents, servants or employees of Shelby County, Alabama, make no representations that the subdivision lots and street are safe or suitable for residential construction, or for any other purpose whatsoever. "Area underlain by limestone and thus may be subject to lime sink activity"
6. Declaration of Easement and Restrictive Covenants for Lake Use appearing of recorded in Instrument 1992-20483, in the Probate Office of Shelby County, Alabama.
7. 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 recorded in Real 194, page 54, in the Probate Office of Shelby, County, Alabama.
8. Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Brook Highland, as recorded in Real 194, page 254; Amendment to Declaration as recorded in Real 263, page 604; Supplementary Declaration of Protective Covenants of Brook Highland Eighth Sector First Phase recorded in Instrument 1992-16104; Supplementary Declaration of Protective Covenants of Brook Highland Eighth Sector Second Phase recorded in Instrument 1992-20483; Amendment to Declaration as recorded in Instrument 1994-32333; Supplementary Declaration as recorded in Instrument 1997-34700;
9. Supplementary Declaration as recorded in Instrument 1998-19414; Supplementary Declaration as recorded in Instrument 2000-933, in the Probate Office of Shelby County, Alabama.
10. Powers and provisions as set out in the Articles of Incorporation of Brook Highland Homeowner's Association, Inc as recorded in Real 194, page 281, in the Probate Office of County, Alabama, together with the By-Laws of said corporation as recorded in Real 194, page 287, and as they currently exist and are from time to time amended.
11. A non-exclusive Easement and Agreement with Water Works and Sewer Board of the City of Birmingham recorded in Real 194, page 1 and Real 194, page 20, in the Probate Office of Shelby County, Alabama.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
12/03/2020 12:56:32 PM  
\$115.00 MISTI  
20201203000553340

20201203000553340 12/03/2020 12:56:32 PM DEEDS 2/2

*Allen S. Boyd*

12. Drainage Agreement for the Public Employees Retirement System of Ohio and Eddleman and Associates recorded in Real 125, page 238, in the Probate Office of Shelby County, Alabama.
13. Reciprocal Easement Agreement for the Public Employees Retirement System of Ohio and Eddleman and Associates as recorded in Real 125, page 249 and Real 199, page 18, in the Probate Office of Shelby County, Alabama.
14. Mineral and mining rights and rights incident thereto recorded in Deed Book 32, page 48 Deed Book 127, page 140 and Deed Book 121, page 294, in the Probate Office of Shelby County, Alabama.
15. Restrictive Covenants regarding Alabama Power Company recorded in Real 181, page 995 in the Probate Office of Shelby County, Alabama.
16. Easements granted to Alabama Power Company as recorded in Real 220, page 521 and Real 220, page 532 in the Probate Office of Shelby County, Alabama.
17. Agreement with Alabama Power Company as recorded in Real 306, page 119, in the Probate Office of Shelby County, Alabama.
18. Easement for Sewer Board recorded in Instrument 1992-16102 in the Probate Office of Shelby County, Alabama.
19. Restrictions, Covenants, Conditions, Reservations, Easements, Release of Damages, and Mineral and mining rights and rights incident thereto recorded in Instrument 1993-10702 and Instrument 1993-10410, in the Probate Office of Shelby County, Alabama.

\$509,065.00 OF THE CONSIDERATION AS WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.

TO HAVE AND TO HOLD unto the Grantee, his/her heirs, executors, administrators and assigns forever.

The Grantor does for itself, its successors and assigns, covenant with the Grantee, his/her heirs, executors, administrators 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 Grantee, their heirs, executors, administrators and assigns forever against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantor, the ESTATE OF KURTIS KINSEY, by NOEMI KINSEY, its PERSONAL REPRESENTATIVE, who is authorized to execute this conveyance, has hereunto set her signature and seal on this the 24<sup>th</sup> day of November, 2020.

ESTATE OF KURTIS KINSEY

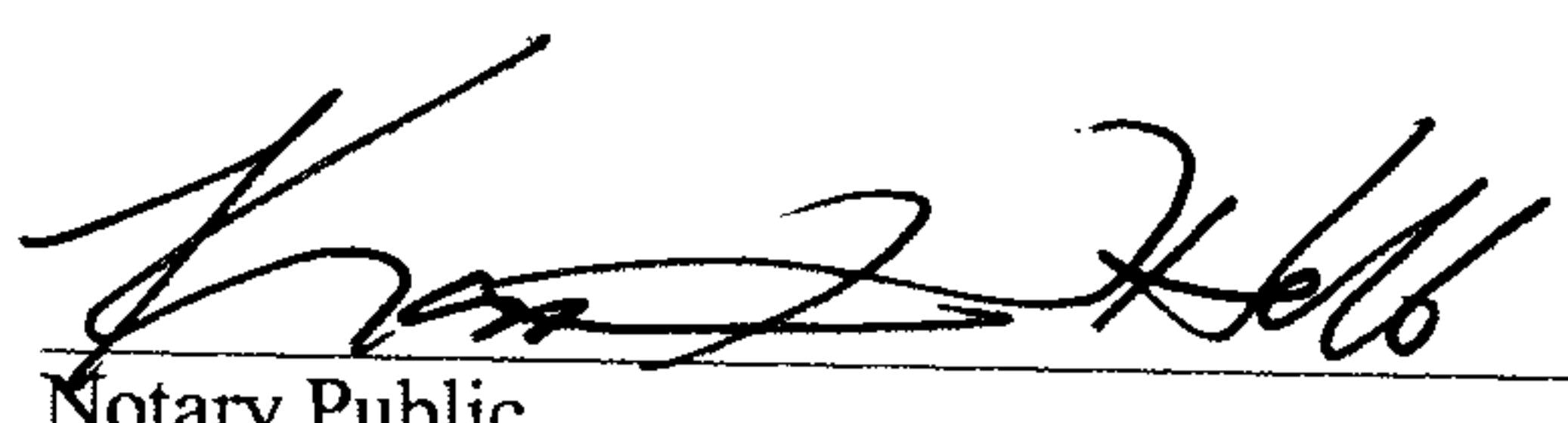
  
BY: NOEMI KINSEY  
ITS: PERSONAL REPRESENTATIVE

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that NOEMI KINSEY, whose names as Personal Representative of the Estate of KURTIS KINSEY, is signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument, she, in their capacity as said Personal Representative of the Estate of KURTIS KINSEY, and with full authority, executed the same voluntarily for and as the act of said Estate.

Given under my hand and official seal this the 24 day of November, 2020.

  
Notary Public  
Print Name: *Ruth Kaye Howell*  
Commission Expires: *8/12/24*

