



20220718000281630 1/5 \$86.50
Shelby Cnty Judge of Probate, AL
07/18/2022 11:56:28 AM FILED/CERT

This instrument was prepared by:
Clayton T. Sweeney, Esquire
2700 Highway 280 East
Suite 160
Birmingham, Alabama 35223

Send Tax Notice to:
Daniel Gordon, Trustee of the
Dan Gordon Revocable Trust
dated March 15, 2021
1070 Williams Trace
Birmingham, AL 35242

STATE OF ALABAMA)
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Fifty Two Thousand Five Hundred AND NO/100 Dollars (\$52,500.00) to the undersigned grantor, **EDDLEMAN PROPERTIES, INC.**, an Alabama Corporation, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said EDDLEMAN PROPERTIES, INC., an Alabama Corporation, does by these presents, grant, bargain, sell and convey unto **Daniel Gordon as Trustee of the Dan Gordon Revocable Trust dated March 15, 2021** (hereinafter referred to as "Grantee", whether one or more), his heirs, successors and assigns, the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 2512, according to the Survey of Brook Highland, 25th Sector, an Eddleman Community, as recorded in Map Book 28, Page 136, in the Probate Office of Shelby County, Alabama.

Mineral and mining rights excepted.

\$39,375.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

The above property is conveyed subject to:

- (1) Ad Valorem taxes due and payable October 1, 2022.
- (2) 35 Foot building setback line as shown by recorded plat.
- (3) Public utility easements as shown by recorded plat.
- (4) 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.
- (5) 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 #2000-00933 and in Map Book 28, Page 136, in said Probate Office.
- (6) Deed and Bill of Sale to The Water Works Board of the City of Birmingham, recorded in Book 194, Page 40, and by instrument to be recorded, along with an easement for Sanitary Sewer Lines and Water Lines as set out in Real 194 page 1 and 20 in said Probate Office.
- (7) 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 dated April 14, 1987 and recorded in Real 125, Page 238 in said Probate Office.
- (8) 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

Shelby County, AL 07/18/2022
State of Alabama
Deed Tax: \$52.50

CLAYTON T. SWEENEY, ATTORNEY AT LAW



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249 and Real 199, Page 18 in said Probate Office.

(9) 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 111, Page 625, Deed Book 121, Page 294, and Deed Book 178, Page 529 in said Probate Office.

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

(11) 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 136, in said Probate Office.

(12) Easement to Alabama Power Company as shown by instrument recorded in Real 207, Page 380 and Real 220, Pages 521 and 532, in said Probate Office.

(13) Subdivision restrictions shown on recorded plat in Map Book 28, Page 136 to provide for construction of single family residences only.

(14) Agreement concerning Electric Service to NCNB/Brook Highland and Alabama Power Company recorded in Real 306 Page 119 in said Probate Office.

(15) Restrictions, covenants and conditions as set out and contained within deeds conveyed to other parties as set out in Real 308, Page 1, Real 220, Page 339, and as Inst. #1992/14567, in said Probate Office.

(16) Restrictive Covenant & Agreement as set out in the Deed from NCNB National Bank of North Carolina to Brook Highland Limited Partnership dated 10/12/93 and recorded as Inst. #1993/32511, in said Probate Office.

(17) Easement for sanitary sewer line and water lines as shown by instrument to be recorded, along with a deed and bill of sale by instrument to be recorded in said Probate Office.

(18) Brook Highland Common Property Declaration of Covenants, Conditions and Restrictions set out in Real 307 page 950 and Supplement in Inst. #1998-40199 in said Probate Office.

(19) Mineral and mining rights and rights incident thereto and release of damages recorded in Instrument 2001-53500, in the Probate Office of Shelby County, Alabama.

(20) Restrictions regarding Alabama Power Company recorded in Instrument 20040910000504300, in the Probate Office of Shelby County, Alabama.

(21) The Grantee acknowledges that there is not a requirement to build or commence construction on the property. In the event that Grantee does desire to build or commence construction on the property, the requirements to submit plans and specifications and other regulations concerning construction are set out in the Declaration of Protective Covenants set out in Real 194, Page 254 and amendments thereto.

The Grantee understands and agrees that the Property will be subject to certain covenants for the benefit of The Water Works and Sewer Board of the City of Birmingham requiring the owners of surrounding property located in the Lake Purdy Watershed to establish and maintain a sedimentation and erosion control plan for storm water drainage on such property and to pay assessments to fund such obligations. Further, Grantee understands and agrees that Grantor has obtained from the Alabama Department of Environmental Management (ADEM) a General Permit for stormwater runoff from construction, excavation, land clearing, other land disturbance activities and associated areas to comply with the terms and conditions of said General Permit in the design and construction of improvements on the Property which shall include, without limitation, the preparation and implementation of a Best Management Practices Plan for structural and non-structural practices to prevent/minimize the discharge of all sources of pollution (i.e., sediment, trash, garbage, debris, oil, grease, chemicals, etc.) to State waters in stormwater run-off in accordance with the requirements of the General Permit.

Grantee shall indemnify and hold Grantor harmless for any loss or damage suffered by the Grantor as a result of Grantee's violation of or failure to comply with the terms, conditions and requirements of the General Permit. Further, if Purchaser shall be in violation of the General Permit, Grantor shall have the right after 10 days' notice to take such corrective action as may reasonably be necessary to cure such violation and Grantee shall indemnify and hold Grantor harmless for any costs reasonably incurred in taking any such corrective action.



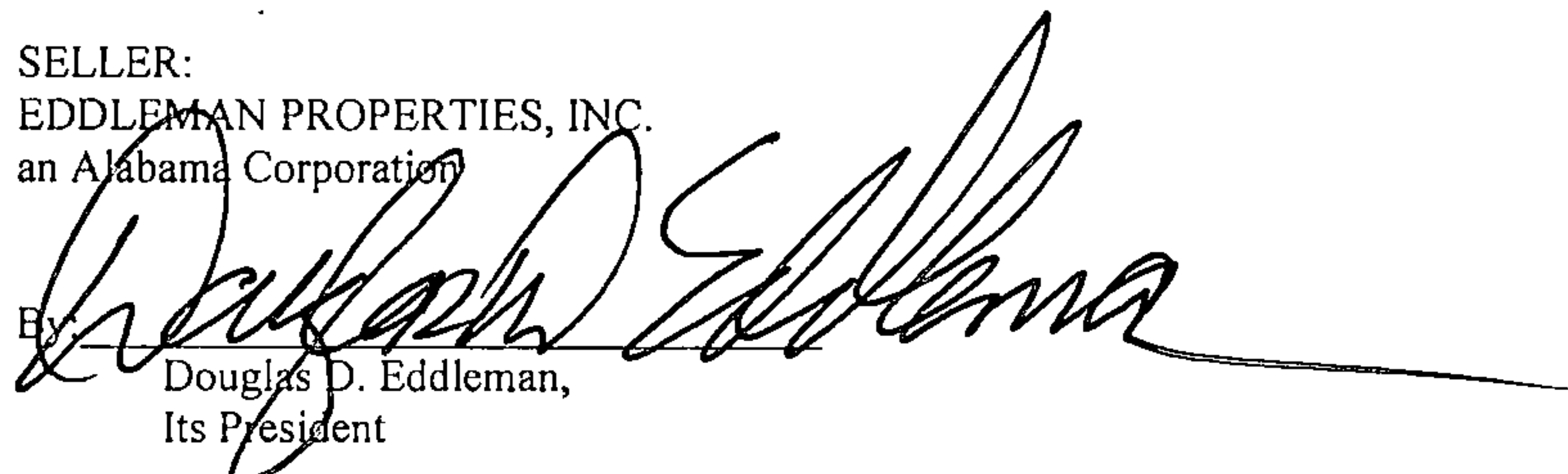
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By its acceptance of this deed, Grantee hereby covenants and agrees for itself and its successors, assigns, licensees, lessees, employees and agents that Grantor shall not be liable for, and no action shall be asserted against Grantor for, loss or damage on account of injuries to the Property or to any buildings, improvements, or structures now or hereafter located upon the Property, or on account of injuries to any owner, occupant, or other person in or upon the Property, which are caused by, or arise as a result of, past or future soil and/or subsurface conditions, known or unknown, (including, without limitation, sinkholes, underground mines, and limestone formations) under or on the Property or any other property now or hereafter owned by Grantor, whether contiguous or non-contiguous to the Property. Further, the Grantee, its successors and assigns hereby acknowledges that the Grantor shall not be liable for and no action shall be asserted against Grantor in connection with any drainage easements, ditches or pipes or drainage problems associated therewith and that Grantee has inspected the same and accepts the property along with all drainage easements, ditches or pipes in its present "AS IS" condition. For purposes of this paragraph the term Grantor shall mean and refer to (i) the partners, agents and employees of Grantor; (ii) the officers, directors, shareholders, employees and agents of general partners of Grantor or partners thereof; (iii) any successors or assigns of Grantor; and (iv) any successors and assigns of Grantor's interest in the Property. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through Grantee.


TO HAVE AND TO HOLD to the said Grantee, its heirs, successors and assigns, forever, in fee simple.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this 6th day of July, 2022.

SELLER:
EDDLEMAN PROPERTIES, INC.
an Alabama Corporation

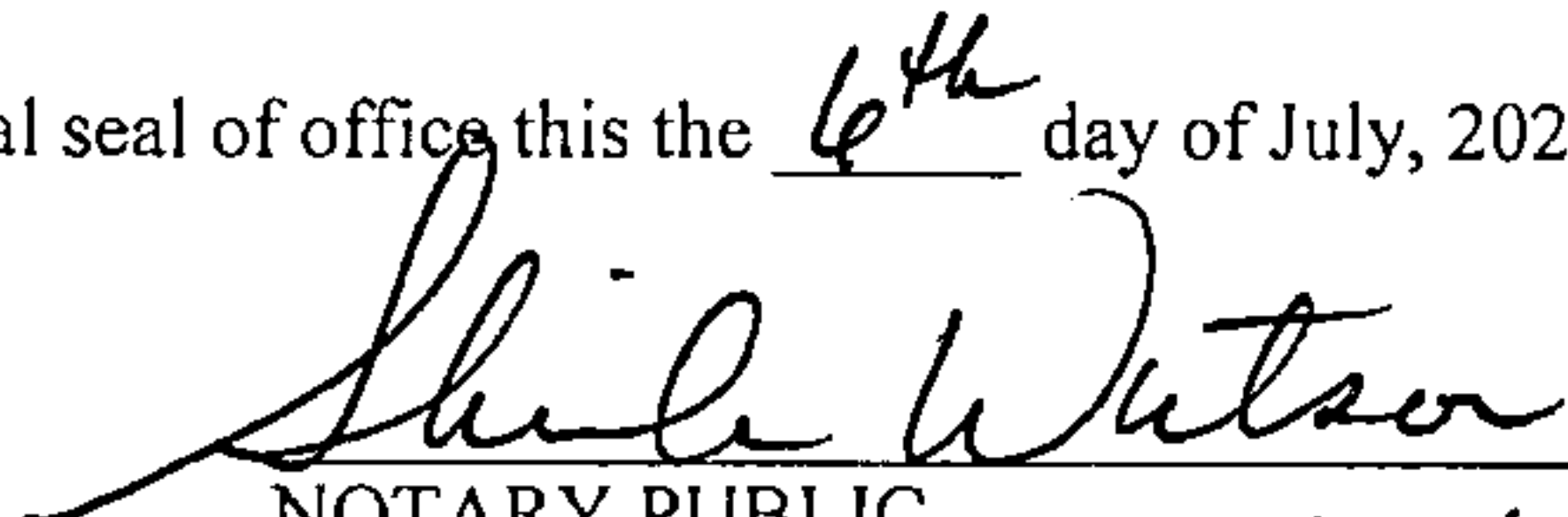
By: 
Douglas D. Eddleman,
Its President

BROOK HIGHLAND - 25TH SECTOR
LOT 2512, Daniel Gordon, Trustee

 STATE OF ~~ALABAMA~~ NC
COUNTY OF ~~JEFFERSON~~ Jackson

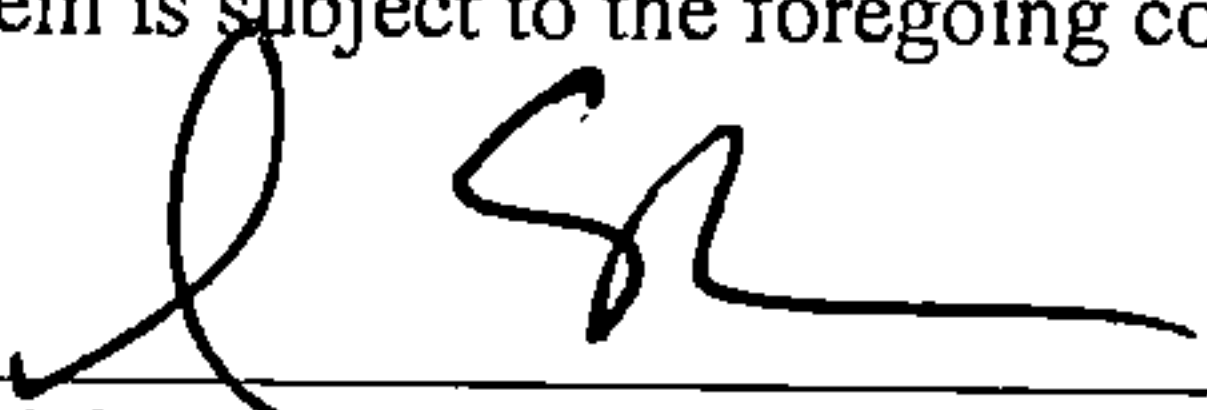
I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as President of Eddleman Properties, Inc., an Alabama Corporation, is signed to the foregoing Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal of office this the 6th day of July, 2022.


NOTARY PUBLIC
My Commission Expires: 4/24/2024



The Grantee execute this deed only to acknowledge and accept all covenants and restrictions contained hereinabove and Grantees, their successors and assigns, agree and understand that the property conveyed herein is subject to the foregoing covenants and restrictions.


Daniel Gordon as Trustee of the Dan Gordon Revocable Trust
Dated March 15, 2021

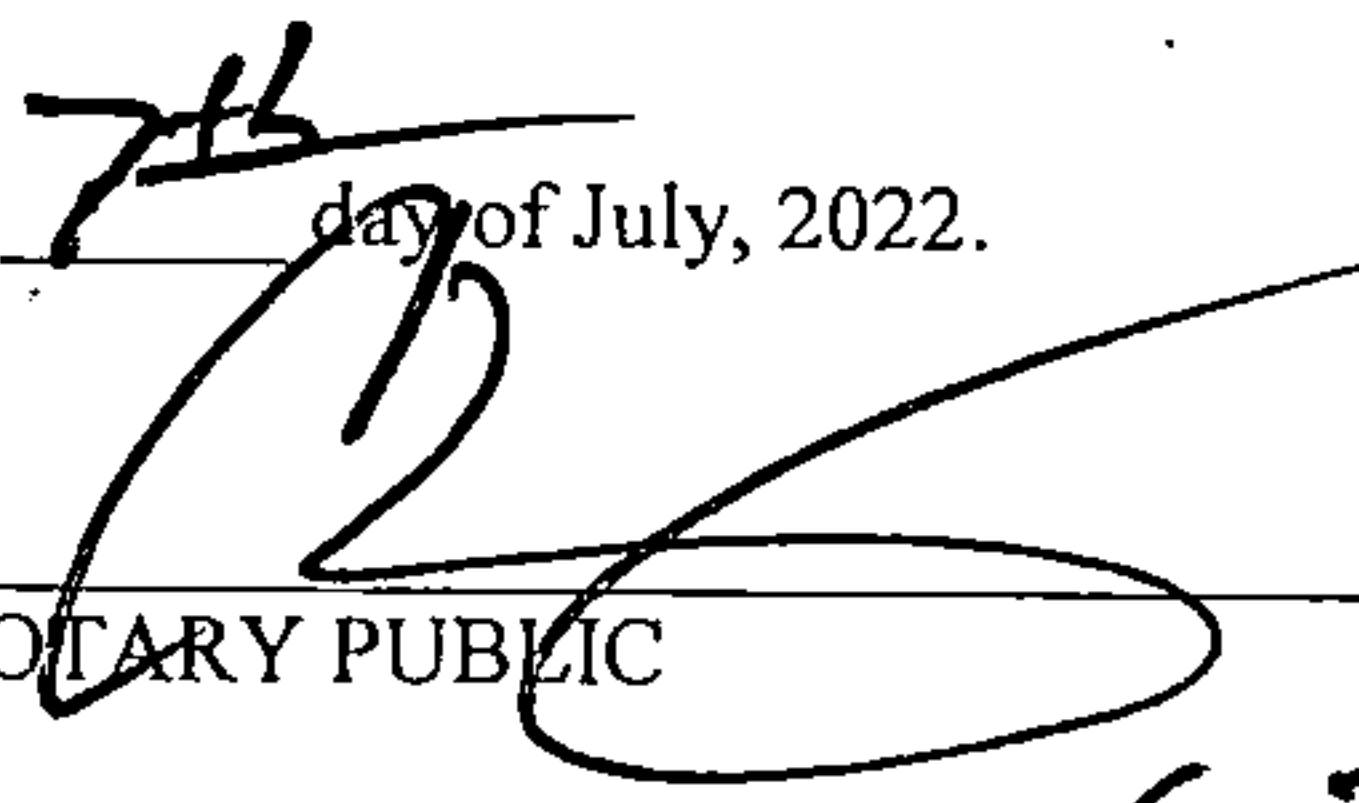


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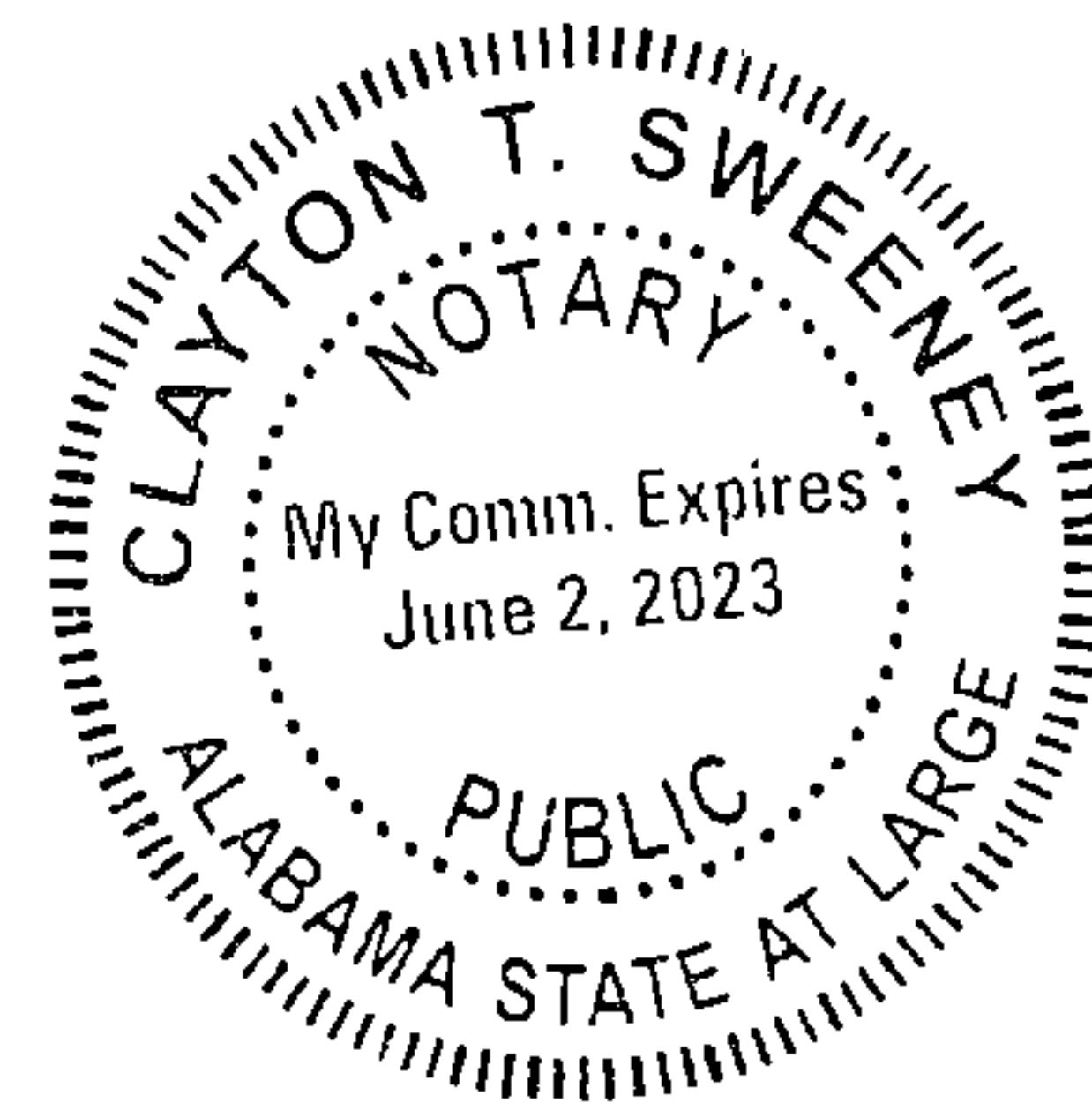
STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Daniel Gordon, whose name as Trustee of the Dan Gordon Revocable Trust dated March 15, 2021, 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, he, in his capacity as such Trustee and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7th day of July, 2022.


NOTARY PUBLIC

My Commission expires: 6-2-2023





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Real Estate Sales Validation Form

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

Grantor's Name	Eddleman Properties, Inc.	Grantee's Name	Daniel Gordon, Trustee of the Dan Gordon Revocable Trust dated March 15, 2021
Mailing Address	2700 Hwy. 280, Ste. 425 Birmingham, AL 35223	Mailing Address	1070 William Trace Birmingham, AL 35242
Property Address	1067 Williams Trace Birmingham, AL 35242	Date of Sale	July 7, 2022
		Total Purchase Price	\$ 52,500.00
		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 type="checkbox"/> Sales Contract | <input type="checkbox"/> Other |
| <input checked="" type="checkbox"/> Closing Statement | Deed |

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 _____

Unattested

(verified by)

Eddleman Properties, Inc.
By: Douglas D. Eddleman, President

Print

Sign

(Grantor/Grantee/Owner/Agent) circle one