

THIS INSTRUMENT PREPARED BY:

Daniel Gordon
1070 Williams Trace
Birmingham, Alabama 35242

WARRANTY DEED

STATE OF ALABAMA)

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENT, that in consideration of the premises, and the sum of Ten Dollars (\$10.00) in hand paid to the undersigned Grantor paid by the Grantee herein, the receipt and sufficiency of which is hereby acknowledged, I, **DANIEL GORDON** (“Grantor”) do by these present hereby grant, bargain, sell and convey unto the said **DANIEL GORDON, Trustee of the DAN GORDON REVOCABLE TRUST Dated March 15, 2021** (“Grantee”), an undivided interest in the following described real estate, situated in Shelby County, Alabama, to wit:

LOT 2513, 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; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

SOURCE OF TITLE: Deed Book 28, Page 136 in the Probate Office of Shelby County, Alabama.

SUBJECT TO THE FOLLOWING RESTRICTIONS:

1. Subdivision restrictions, utility, drainage and sewer easements, minimum setback lines, and zoning laws, if any, applicable to the aforesaid property appearing of record in the Office of the Judge of Probate of said County.
2. Mineral and mining rights, if any.
3. Building lines, right of ways, easements, restrictions, reservations and conditions, if any, as recorded in Plat/Map Book 28, Page 136.
4. 35 foot building setback line as shown by recorded plat.
5. 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 Probate Office.


6. Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Brook highland, as set out in instrument recorded in Real 194 page 254 with Amendment in Inst. #2001-1342 and corrected and restated in Inst #2001-4260 in Probate Office, along with Articles of Incorporation as recorded in Real 194 page 281 and By-Laws recorded in Real 194 page 287-A in Probate Office. Along with Supplemental Protective Covenants as set out in Inst. #2000-933 and Map Book 28 page 136 in Probate Office.
7. A Deed and Bill of Sale from AmSouth as Ancillary Trustee to the Water Works and Sewer Board of the City of Birmingham conveying the sanitary sewer trunkline, pipelines, force mains, gravity flow mains, etc., located under the surface of subject land, as shown by instrument recorded in Real 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 Probate Office.
8. 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 Real 125 page 238 dated April 14, 1987 in Probate Office.
9. 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 249 and Real 199 page 18 in Probate Office.
10. 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 121 page 294, Deed Book 178 page 529 and Deed Book 111 page 625 in Probate Office.
11. Restrictive covenants with regard to underground transmission installation by Alabama Power Company as recorded in Real 181 page 995 in Probate Office.
12. Covenant releasing predecessor 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 instrument recorded in Map Book 28 page 136 in Probate Office.

13. Easement to Alabama Power Company as shown by instrument recorded in Real 207 page 380 and Real 220 pages 521 and 532 in Probate Office.
14. Agreement concerning Electric Service to NNCB/Brook Highlands and Alabama Power Company recorded in Real 306 page 119 in Probate Office.
15. Subdivision restrictions as shown on recorded plat in Map Book 28 page 136, including construction of single family residences only.
16. 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 the Probate Office.
17. Restrictive Covenant & Agreement as set out in the Deed from NNCB National Bank of North Carolina to Brook Highland Limited Partnership dated 10/12/93 and recorded as Inst. #1993/32511 in the Probate Office.
18. 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 Probate Office.
19. Brook Highland Common Property Declaration of Covenants, Conditions and Restrictions as set out in Real 307 page 950 and Supplement in Inst. #1998-40199 in Probate Office.

TO HAVE AND TO HOLD the real estate above described, together with all singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining unto the Grantee, its successors and assigns forever, together with every contingent remainder and right of reversion. Grantor does hereby covenant with and represent unto the Grantee that he is seized in fee of the lands above described; that the same is free of all encumbrances; that he has a good and lawful right to sell and convey the same and that he will forever defend the title to the same unto the Grantee and to its successors and assigns forever, against the lawful claims and demands of all persons whomsoever. There is hereby excepted from all the foregoing warranties and covenants the following:

1. Ad valorem taxes to become due in 2022.
2. Restrictions if any recorded in Probate Records of Shelby County, Alabama.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 16th day of August, 2022.



Witness



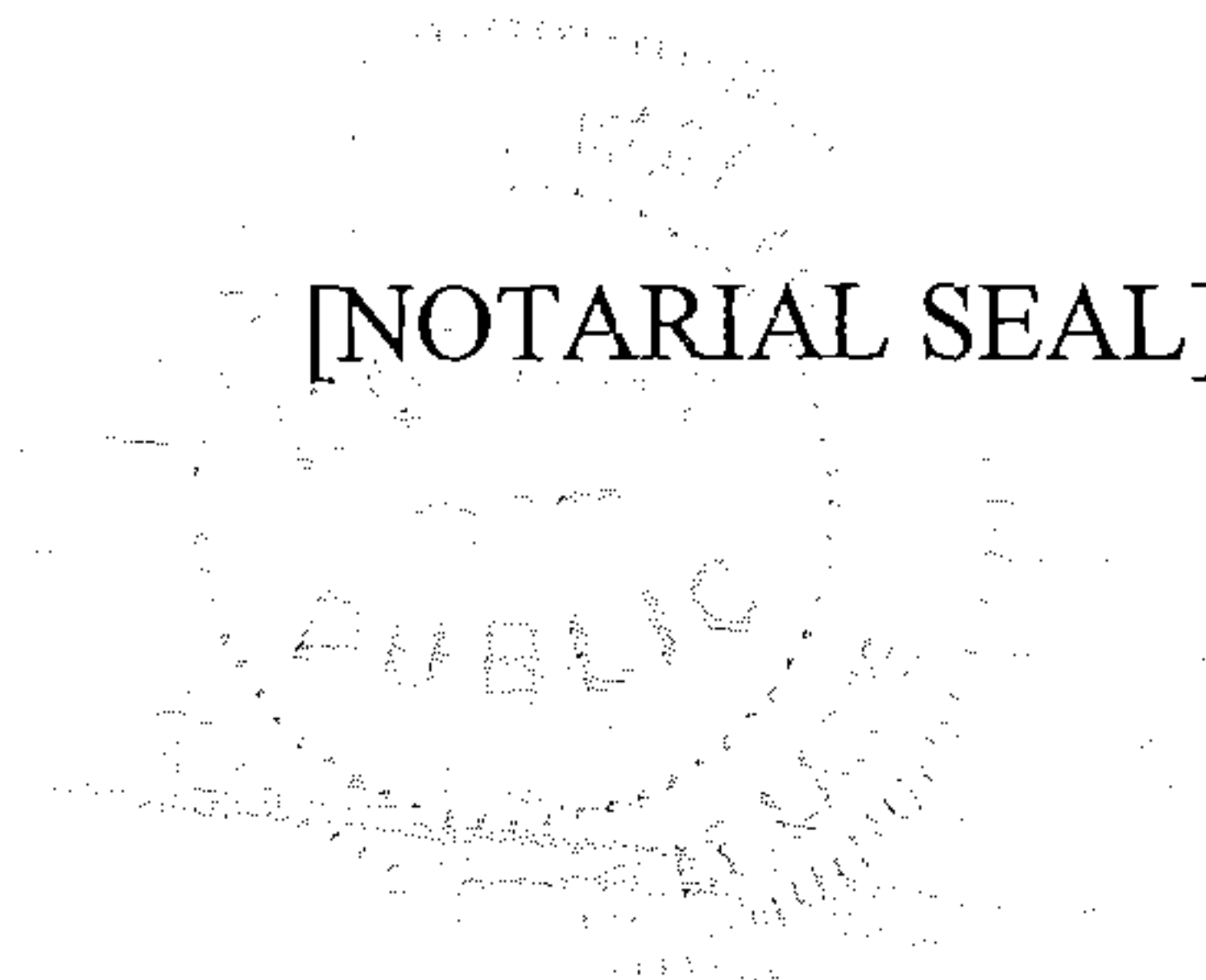
DANIEL GORDON

STATE OF ALABAMA)
) ss
COUNTY OF SHELBY)

I, WILLIAM E WALTERS, Notary Public, hereby certify that **DANIEL GORDON**, 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, he executed the same voluntarily on the day the same bears date. Given under my hand this 16 day of AUGUST, A. D. 2022.

William E Walters
NOTARY PUBLIC
My Commission Expires: 10/28/24

[NOTARIAL SEAL]



Real Estate Sales Validation Form

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

Grantor's Name Daniel Gordon
 Mailing Address 1999 Avenue of the Stars, Suite 2500
Los Angeles, CA 90067

Grantee's Name Dan Gordon Revocable Trust
 Mailing Address 1999 Avenue of the Stars, Suite 2500
Los Angeles, CA 90067

Property Address 1070 Williams Trace
Birmingham, Alabama 35242

Date of Sale _____
 Total Purchase Price \$ 10.00

or
 Actual Value \$ _____

or
 Assessor's Market Value \$ 690,530



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 08/22/2022 01:01:05 PM
 \$725.00 BRITTANI
 20220822000328970

Brittani S. Bevil

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 Transfer to Revocable Trust

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 8-16-2022

Print Daniel Gordon

Sign [Signature]

Unattested
 (verified by)

(Grantor/Grantee/Owner/Agent) circle one

Print Form