

Send tax notice to:
CARRIE ROBERTSON
2940 BROOK HIGHLAND DRIVE
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

2022485T

SHELBY COUNTY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Seven Hundred Sixty-Two Thousand and 00/100 Dollars (\$762,000.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, **MARK JON DAVIS and CHRISTINE DAVIS, HUSBAND AND WIFE**, whose mailing address is 571 Chelsea Springs Drive, Columbiana, AL 35051 (hereinafter referred to as "Grantors") by **CARRIE ROBERTSON** whose property address is: **2940 BROOK HIGHLAND DRIVE, BIRMINGHAM, AL, 35242** hereinafter referred to as Grantee"), the receipt and sufficiency of which are 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 1005, according to the Survey of Book Highland,, an Eddleman Community, 10th Sector, 1st Phase, as recorded in Map Book 17, Page 108 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

SUBJECT TO:

1. Taxes for the year beginning October 1, 2022 which constitutes a lien but are not yet due and payable until October 1, 2023.
2. Restrictions, public utility easements and building setback lines, as shown on recorded map and Survey of Brook Highland, An Eddleman Community, 10th Sector, Phase I, as recorded in Map Book 17, Page 108, in the Office of the Judge of Probate 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 or listed in Schedule B, including those recorded in Book 32, page 48; Book 121, page 294 and Instrument #1994-20379. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.
4. Covenants, Conditions and Restrictions as recorded in Instrument #1994-29497; Instrument #1997-6062; Instrument #1997-34700; Instrument #1998-19414; Instrument #1996-07296; Instrument #1996-05796; Instrument #20040406000176770; Instrument #1993-30841; Book 308, page 1; Book 220, page 339 and Instrument #1992-14567.
5. Right of way granted to Alabama Power Company recorded in Instrument #1998-17696 and Instrument #1998-17707.
6. Protective Covenants for the Watershed Property recorded in Real 194, page 54.
7. Easement for Sanitary Sewer Lines and Water recorded in Instrument #1992-31643; Instrument #1993-29505; and Instrument #1993-29504.

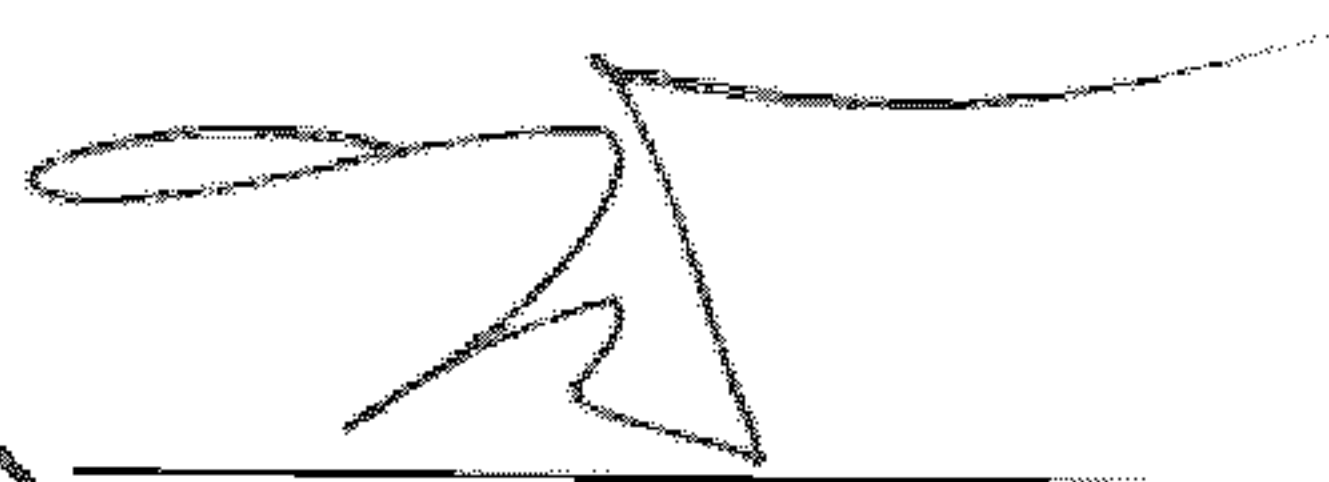
8. Easement granted to the Water Works and Sewer board of the City of Birmingham recorded in Book 194, page 1 and Book 194, page 40.
9. Release of damages recorded in Instrument #1993-35869 and Instrument #1993-34985.
10. Restrictive Covenants and Grant of underground transmission Land Easement by Alabama Power Company recorded in Real 181, page 995.
11. Articles of Incorporation of Brook Highland Homeowners Association recorded in Book 194, Page 254 and Book 194, page 281, with By-Laws recorded in Book 194, page 287.
12. Covenant 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 recorded in Map Book 17, page 108.
13. Easement to Alabama Power Company recorded in Book 207, page 380 and Book 220, pages 521 and 522.
14. Agreement to Brook Highlands recorded in Book 306, page 119.

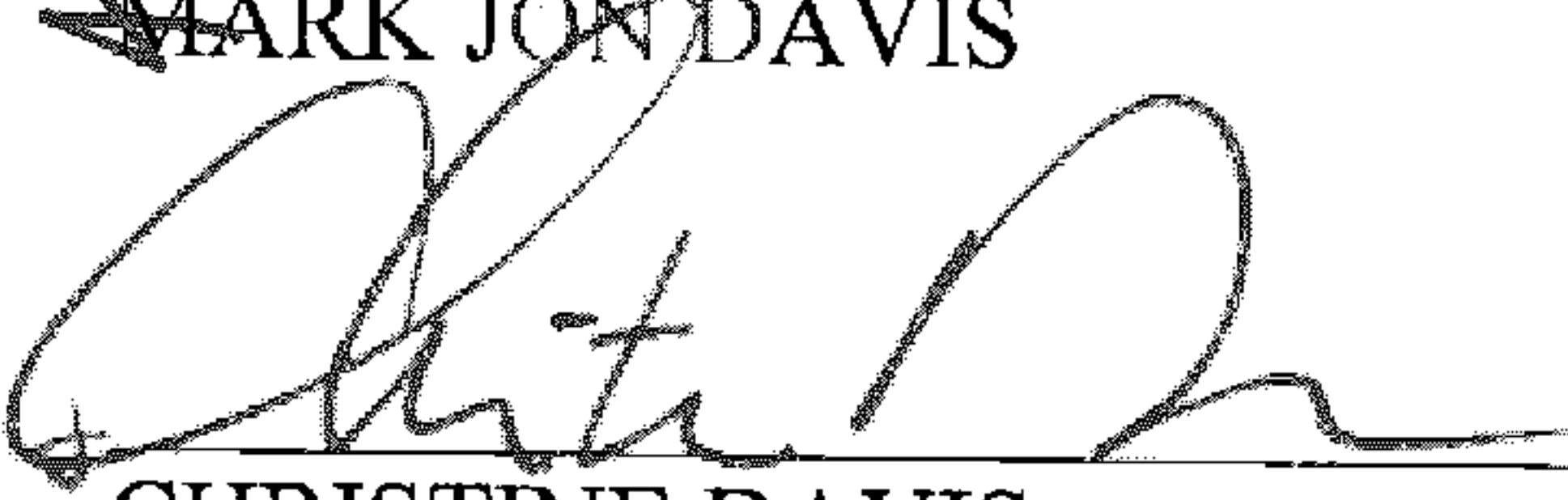
~~\$567,500.00~~
^{571,500.00} OF THE CONSIDERATION AS WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns forever.

The Grantors do for themselves, their successors and assigns, covenant with the Grantee, its successors and assigns, that they are lawfully seized in fee simple of said premises; that they are free from all encumbrances, except as shown above; that they have a good right to sell and convey the same as aforesaid; and that they will, and their successors and assigns shall, warrant and defend the same to the Grantee, its heirs, executors, administrators and assigns forever against the lawful claims of all persons.

IN WITNESS WHEREOF, said Grantors have hereunto set their hand and seal this the 14 day of October, 2022.



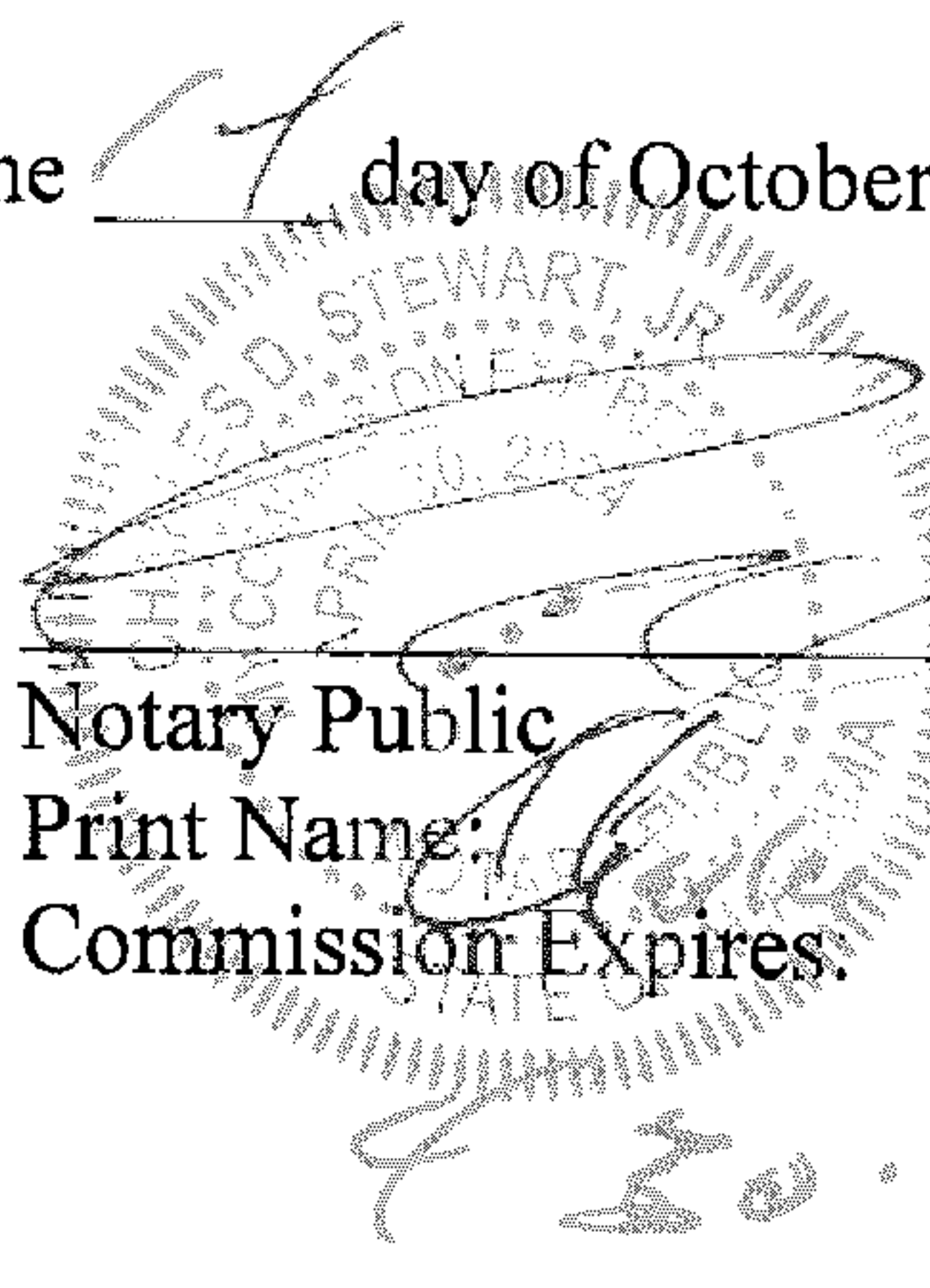
MARK JON DAVIS


CHRISTINE DAVIS

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that MARK JON DAVIS and CHRISTINE DAVIS whose names are 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, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 14 day of October, 2022.



Notary Public
Print Name: Charles D. Stewart, Jr.
Commission Expires: 10/20/24

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/24/2022 12:41:16 PM
\$215.50 BRITTANI
20221024000398760



Allen S. Bayl