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Send tax notice to:
NIKEA LEWIS
1031 STAFFORD COURT
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

2022561T

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That is consideration of Six Hundred Sixty-Four Thousand Nine Hundred and 00/100 Dollars (\$664,900.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, Sam Hendrickson and Donna L Hendrickson as Co-Trustees of the Hendrickson Living Trust dated 9/13/2006 whose mailing address is: 300 Bradberry Lane, Birmingham, AL 35242 (hereinafter referred to as "Grantor") by NIKEA LEWIS, a single person whose property address is: 1031 STAFFORD COURT, 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 1134, according to the Survey of Brook Highland, 11th Sector, Phase I, an Eddleman Community, as recorded in Map Book 19, page 68, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

- Taxes for the year beginning October 1, 2022 which constitutes a lien but are not due and payable until October 1, 2023.
- Restrictions, public utility easements and building setback lines as shown on recorded map and survey of Brook Highland, 11th Sector, Phase I, an Eddleman Community, as recorded in Map Book 19, page 68, in the Probate Office of Shelby County, Alabama.
- 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 Deed Book 32, page 48; and Deed Book 121, page 294.
- 4. Easement and agreements recorded in Book 194, Page 1 and Book 194, Page 40.
- Covenants, Conditions and Restrictions as recorded in Book 194, Page 254, Book 263, Page 604 and Instrument #1993-31073.
- Non-exclusive easement and agreement recorded in Book 194, Page 20 and Book 194, Page 43.
- 7. 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, along with Supplemental Protective Covenants recorded in Real 255, page 131, amended in Real 263, page 604, also set out in Map Book 19, page 68.
- 8. Drainage Agreement recorded in Real 125, page 238.
- 9. Reciprocal Easement Agreement recorded in Real 125, page 249 and Real 199, page 18.
- Restrictive covenants and easement to Alabama Power Company recorded in Book 181, page 995.
- 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 19, page 68 and Real 266, page 880.
- 12. Release of damages as recorded in Real 330, page 332.
- Terms of Agreement and Right of Way granted to Alabama Power Company recorded in Deed Book 364, page 404.
- Easement to Birmingham Water Works and Sewer Board as recorded in Real 262, page 210.
- Amended and Supplementary Restrictions recorded in Instrument #1997-34700; Instrument #1998-19414; Instrument #2001-1342 and Instrument #2001-4260.
- Declaration of Protective Covenants for the "Watershed Property, which provides for an Association to be formed to assess and maintain the Watershed Maintenance Areas, etc., all of said covenants, restrictions and conditions being set out in Real 194, page 54.

\$664,900.00 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, the said Grantor, HENDRICKSON LIVING TRUST, by Sam Hendrickson and Donna L Hendrickson, its Co-Trustees, who are authorized to execute this conveyance, has hereunto set its signature and seal on this the ____ day of December, 2022.

BY: Sam Hendrickson, Co-Trustee

Donna L'Hendrickson, Co-Trustee

STATE OF ALABAMA COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Sam Hendrickson and Donna L Hendrickson, whose names as Co-Trustees of Hendrickson Living Trust, 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 and with full authority, they executed the same voluntarily for and as the act of said Trust.

Given under my hand and official seal this the /

Notary Public

Print Name.

Commission Expires:

day of December, 2022.



Filed and Recorded Official Public Records Judge of Probate, Shelby County Alabama, County Clerk **Shelby County, AL** 12/06/2022 03:20:02 PM **\$27.00 PAYGE**

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