20241002000307080 10/02/2024 08:22:16 AM DEEDS 1/2

Send tax notice to:
David M Peat and Kristen M Eike Peat
Joint Revocable Trust
3043 Eagle Ridge Lane
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

2024318

SHELBY COUNTY

## WARRANTY DEED

## KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Three Hundred Eighty-Three Thousand Nine Hundred and 00/100 Dollars (\$383,900.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, Debra Hippensteel, an unmarried individual, whose mailing address 1740 Eastwick Hashville Th 37221 (hereinafter referred to as "Grantor") by David M Peat and Kristen M Eike Peat, Trustees of The Joint Revocable Trust Agreement of David M Peat and Kristen M Eike Peat whose property address is: 3043 Eagle Ridge Lane, Birmingham, AL, 35242 hereinafter referred to as Grantee"), the receipt and sufficiency of which are hereby acknowledged, Grantor does, by these presents, grant, bargain, sell, and convey unto Grantee, the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 9, according to the Survey of The Hills at Brook Highland, as recorded in Map Book 37, Page 105, in the Probate Office of Shelby County, Alabama.

## SUBJECT TO:

- 1. Taxes for the year beginning October 1, 2023 which constitutes a lien but are not yet due and payable until October 1, 2024.
- 2. Covenants, restrictions, easements, rights of way and building setback lines as shown on the Survey of The Hills at Brook Highland, Map Book 37, page 105.
- 3. Notes, conditions, and restrictions set forth in instrument recorded in Map Book 26, page 80 and Map Book 24, page 71.
- 4. Easement to Alabama Power Company recorded in Real 220, page 521; Real 220, page 532, and Real 207, page 380.
- 5. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of damages, as recoded in Deed Book 28, page 581; Deed Book 235, page 552; Deed Book 121, page 294; Deed Book 327, page 553, and Deed Book 107, page 989.
- 6. Reciprocal Easement Agreement recorded in Real 125, page 249 and Real 199, page 18.
- 7. Declaration of Covenants, Conditions and Restrictions set out in Real 207, page 950; Instrument #1998-40199 and Assignment recorded in Instrument #20040615000323410.
- 8. Easement to Alabama Gas Corporation recoded in Real 170, page 59.
- 9. Slope Easement Agreement as set out in Instrument #2001-2175.
- 10. Declaration of Protective Covenants recorded in Real 194, page 54 and Instrument #1993-26958.
- 11. Easement for sanitary sewer line and water lines set out in Real 194, page 1 and Real 194, page 43.
- 12. Agreement concerning electric service recorded in Real 306, page 119.
- 13. Sewer Line Easement recorded in Real 107, page 968.

- 14. Restrictive Agreement and Release of Damages set out in Instrument 20040512000249230 and Instrument 1999-51735.
- 15. Articles of Incorporation of The Hills at Brook Highland Residential Association recorded in Instrument 20070918000438450.
- 16. Declaration of Protective Covenants recoded in Instrument 20070417000177600.
- 17. Restrictive Covenants and Grant of Land to Alabama Power Company recorded in Instrument #20120521000180770.
- 18. Rights of owners of property adjoining property in and to the joint or common rights in building situated on said lots, such rights to include but are not limited to roof, foundation, party walls, walkway and entrance.

\$ 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 it is 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, its heirs, executors, administrators and assigns forever against the lawful claims of all persons.

IN WITNESS WHEREOF, said Grantor has hereunto set her hand and seal this the day of September, 2024.

Debra Hippensteel

STATE OF ALABAMA COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Debra Hippensteel whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 20 day of September, 2024.

Notary Fugnic Print Name:

Commission Expires:

Filed and Recorded Official Public Records Judge of Probate, Shelby County Alabama, County Clerk

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