

Send tax notice to:

Brian Joseph Donahue  
1030 Chedworth 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

202563

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Seven Hundred Eight Thousand and 00/100 Dollars (\$708,000.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, **Benjamin F Tew and Tiana M Tew, Husband and Wife** whose mailing address is: 1322 Whiffy Lane Birmingham AL 35242 (hereinafter referred to as "Grantors") by **Brian Joseph Donahue and Janet Donahue** whose property address is: **1030 Chedworth 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 1123, according to the Survey of Brook Highland, 11th Sector, Phase 1, an Eddleman Community, as recorded in Map Book 19, Page 68, in the Probate Office of Shelby County, Alabama.**

SUBJECT TO:

1. Taxes for the year beginning October 1, 2024 which constitutes a lien but are not yet due and payable until October 1, 2025.
2. Building and setback lines of 35 feet as recorded in Map Book 19, Page 68, in the Probate Office of Shelby County, Alabama.
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, along with Declaration of Easement and Restrictive Covenants for Lake Use, as recorded in Instrument No. 1992-20483, in said Probate Office.
5. Easement for sanitary sewer lines and water lines as recorded in Instrument No. 1994-37062 through 1994-37064, along with a Deed and Bill of Sale recorded in Instrument No. 1994-37059 through 1994-37061, in the Probate Office of Shelby County, Alabama.
6. Declaration of protective covenants, agreements, easements, charges and liens for Brook Highland, as 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 Brook Highland Homeowner's Association, Inc., as recorded in Real 194, Page 287 in said Probate Office along with Supplemental Protective Covenants amended in Real 263, Page 604 in said Probate Office and Supplemental Protective Covenants of Brook Highland, 11th Sector, as recorded in Instrument No. 1995-01043, in said Probate Office.
7. A non-exclusive easement and agreement between Eddleman and Associates and the Water Works and Sewer Board of the City of Birmingham dated July 11, 1988, and recorded in Real 194, Page 20 and Real 194, Page 43 in said Probate Office.
8. Easement and agreements 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 The Water Works and Sewer Board of the City of Birmingham, as set out in instrument recorded in Real 194, Page 1 and Real 194, Page 40 in said Probate Office.
9. Drainage Agreement between AmSouth Bank, NA, 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.
10. 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 said Probate Office.
11. Subdivision restrictions shown on recorded plat in Map Book 19, Page 68, provide for construction of single family residence only.

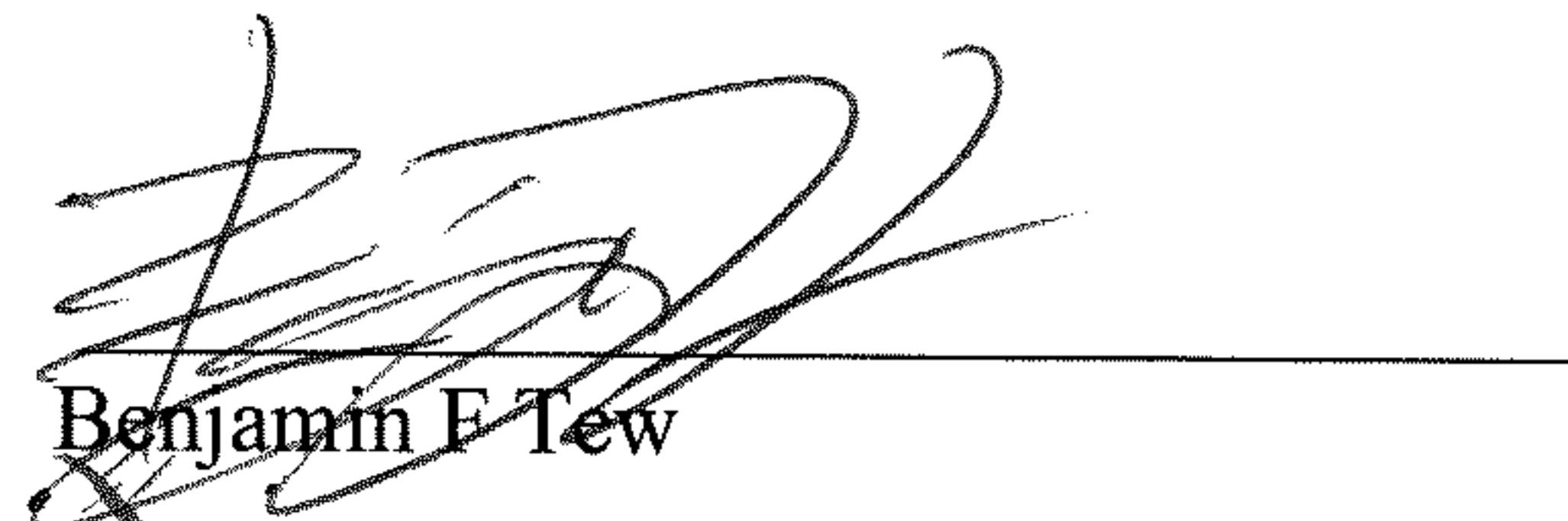
12. Title to all oil, gas and minerals within and underlying the premises, together with all oil and mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 32, Page 48 and Deed Book 121, Page 294, in the Probate Office of Shelby County, Alabama.
13. Restrictive covenants with regard to underground transmission installation by Alabama Power Company as recorded in Real 181, Page 995, in said Probate Office.
14. Covenants 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 instruments recorded in Map Book 19, Page 68 in Probate Office.
15. Release of damages as recorded in Instrument No. 1996-12645, as recorded in the Probate Office of Shelby County, Alabama.

\$566,400.00 OF THE CONSIDERATION AS WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.

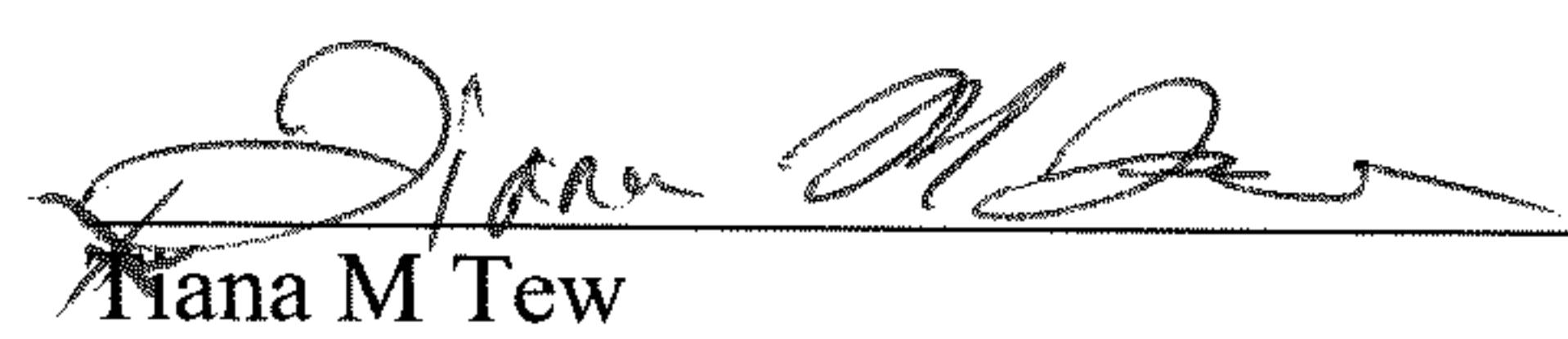
TO HAVE AND TO HOLD unto the Grantee, its successors and assigns forever.

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.

30 IN WITNESS WHEREOF, said Grantor, has hereunto set his/her hand and seal this the day of May, 2025.



Benjamin F Tew

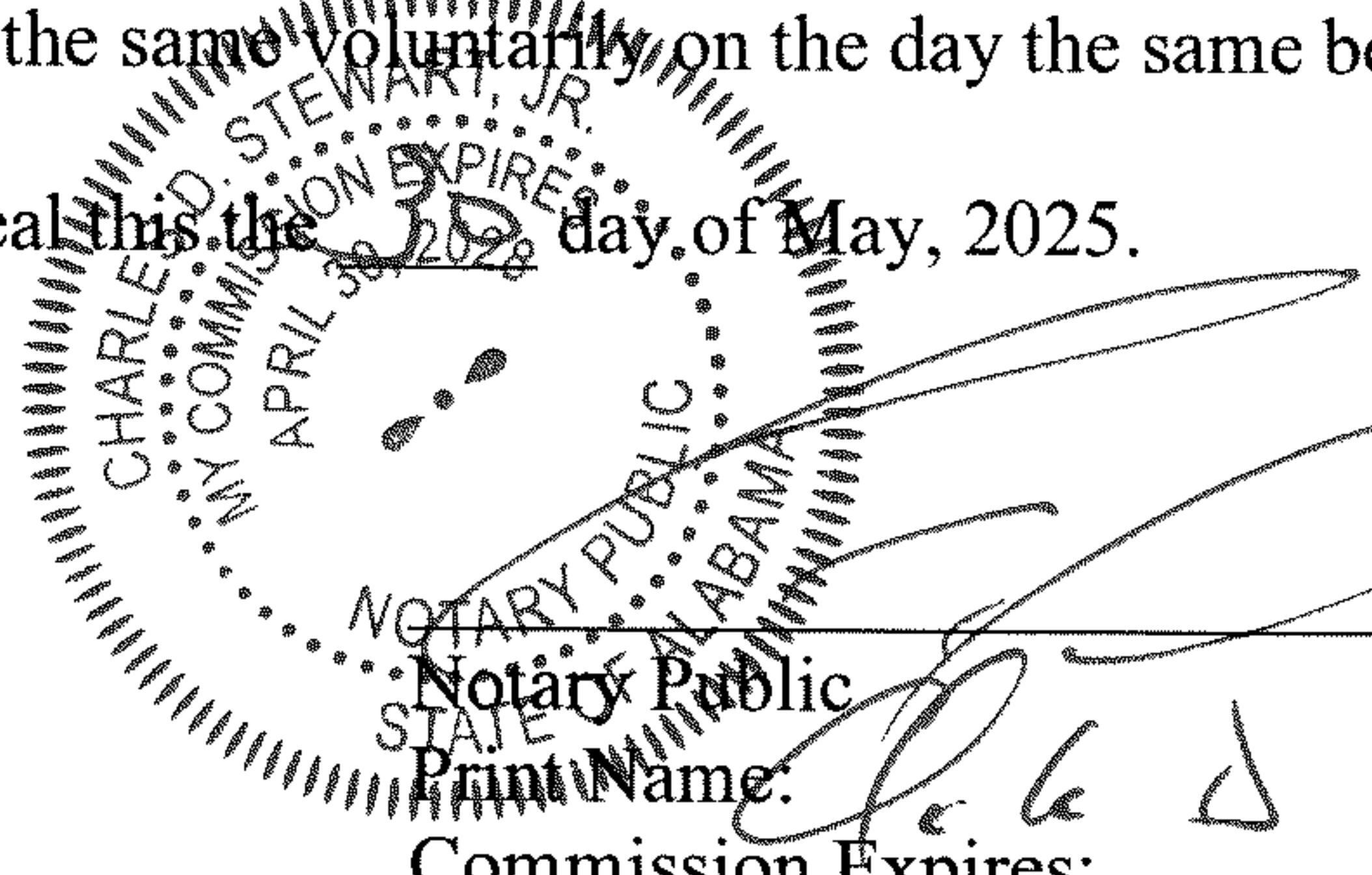


Tiana M Tew

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Benjamin F Tew and Tiana M Tew whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument, he/she/they executed the same ~~voluntarily~~ on the day the same bears date.

Given under my hand and official seal this the ~~30~~ day of May, 2025.



7-30-28

Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
06/02/2025 10:17:21 AM  
\$167.00 PAYGE  
20250602000166540

Allen S. Boyd

