

This instrument was prepared by:

Walter Cornelius, Attorney at Law
414 Woodward Building, Birmingham, Alabama 35203

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA)
COUNTY OF SHELBY)

6743
KNOW ALL MEN BY THESE PRESENTS,

That in consideration of ONE THOUSAND DOLLARS and other good and valuable consideration to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, Walter Cornelius and wife, Lenora B. Cornelius, and Eugenia C. Clemore and husband, Lynn Clemore, (herein referred to as grantors) do grant, bargain, sell and convey unto Thomas L. Longshore and wife, Betty Allen Longshore, (herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate situated in Shelby County, Alabama to-wit:

Commence at the Southwest corner of the NE 1/4 of the SW 1/4, Sec. 16, T-19-S, R-1-W, thence run East along the South line of said 1/4 1/4 Section a distance of 41.98 feet to the point of beginning; thence continue East along the South line of said 1/4 1/4 Section a distance of 435.00 feet; thence turn an angle of 88 deg. 44 min. 33 sec. to the left and run a distance of 403.96 feet to the South margin of an easement for a drive; thence turn an angle of 96 deg. 44 min. 39 sec. to the left and run along said easement a distance of 163.00 feet; thence turn an angle of 19 deg. 51 min. 52 sec. to the right and continue along said easement a distance of 232.39 feet; thence turn an angle of 78 deg. 07 min. to the left and run a distance of 109.16 feet; thence turn an angle of 16 deg. 58 min. 30 sec. to the left and run a distance of 344.01 feet to the point of beginning. Situated in the NE 1/4 of the SW 1/4 of Sec. 16, T-19-S, R-1-W, Huntsville Meridian, Shelby County, Alabama, and containing 4.00 acres. Minerals and mining rights excepted.

Also merely as a means of ingress and egress to the above realty the following easement for driveway which shall run with the land:

Commence at the Southwest corner of the NE 1/4 of the SW 1/4, Sec. 16, T-19-S, R-1-W, thence run East along the South line of said 1/4 1/4 Section a distance of 476.98 feet; thence turn an angle of 88 deg. 44 min. 33 sec. to the left and run a distance of 403.96 feet to the point of beginning; thence continue in the same direction a distance of 25.17 feet; thence turn an angle of 96 deg. 44 min. 39 sec. to the left and run a distance of 161.58 feet; thence turn an angle of 19 deg. 51 min. 52 sec. to the right and run a distance of 224.27 feet; thence turn an angle of 17 deg. 00 min. 30 sec. to the right and run a distance of 112.97 feet to the Southeast right of way of Shelby County Hwy. No. 41; thence turn an angle of 71 deg. 00 min. to the left and run along said Hwy. R/W a distance of 26.44 feet; thence turn an angle of 109 deg. 00 min. to the left and run a distance of 125.32 feet; thence turn an angle of 17 deg. 00 min. 30 sec. to the left and run a distance of 232.39 feet; thence turn an angle of 19 deg. 51 min. 52 sec. to the left and run a distance of 163.00 feet to the point of beginning. Situated in the N 1/2 of the SW 1/4, Sec. 16, T-19-S, R-1-W.

This conveyance is made expressly subject to the following covenants which shall run with the land and bind the parties hereto and their heirs and assigns forever as to use of the above described realty:



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Shelby Cnty Judge of Probate, AL
03/23/1977 12:00:00AM FILED/CERT

1. Said realty shall not be subdivided so as to create any lot or portion containing less than two acres.
2. Said realty shall be used exclusively for residential purposes.
3. No more than one single family dwelling house may be erected on said realty or on each two acre portion thereof, if the same is subdivided.
4. No dwelling house containing less than three thousand (3,000) square feet of living space, exclusive of porches, car-ports, basements, and garages, shall be erected on said realty, or on any subdivision thereof.
5. No business enterprizes of any kind or nature whatsoever shall be conducted on said realty, or on any subdivision thereof.
6. No mobile homes, house trailers, tents or temporary type structures of any kind may be erected, placed or maintained on said realty, or on any subdivision thereof.
7. No outside toilets shall be allowed, and all waste disposal systems on said realty, or any subdivision thereof, shall be installed and maintained in compliance with the requirements of the Health Department of Shelby County, Alabama.
8. No building, or any portion thereof, shall be erected closer than seventy-five (75) feet to the North boundary of said realty, or any subdivision thereof, which boundary is established by the easement hereinabove conveyed for purposes and ingress and egress.
9. No building, or any portion thereof, shall be erected closer than twenty (20) feet to the South boundary of said realty, or any subdivision thereof or closer than forty (40) feet to the East boundary or to the West boundary of said realty, or any subdivision thereof.

TO HAVE AND TO HOLD, to the said GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every constingent remainder and right of reversion.

And we do for ourselves and for our heirs, executors and administrators covenant with the said GRANTEES, their heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have good right to sell and convey the same as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

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Shelby Cnty Judge of Probate, AL
03/23/1977 12:00:00AM FILED/CERT

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IN WITNESS WHEREOF, we have hereunto set our hands and seals this 11th day of March , 1977.

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Shelby Cnty Judge of Probate, AL
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WITNESS:

Craig Lloyd

Walter Cornelius (L.S.)

Craig Lloyd

Lenora B. Cornelius (L.S.)

Eugenia C. Clemore

Eugenia C. Clemore (L.S.)
Eugenia C. Clemore

Lynn Clemore

Lynn Clemore (L.S.)
Lynn Clemore

STATE OF ALABAMA)
COUNTY OF SHELBY)

GENERAL ACKNOWLEDGMENT

I, Jc Ann Swinney Marler, a Notary Public in and for said County, in said State, hereby certify that Walter Cornelius and wife, Lenora B. Cornelius whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of March , 1977.

Jc Ann (nee Swinney) Marler
NOTARY PUBLIC

My Commission Expires: 1/27/79

STATE OF CALIFORNIA)
COUNTY OF Ventura)

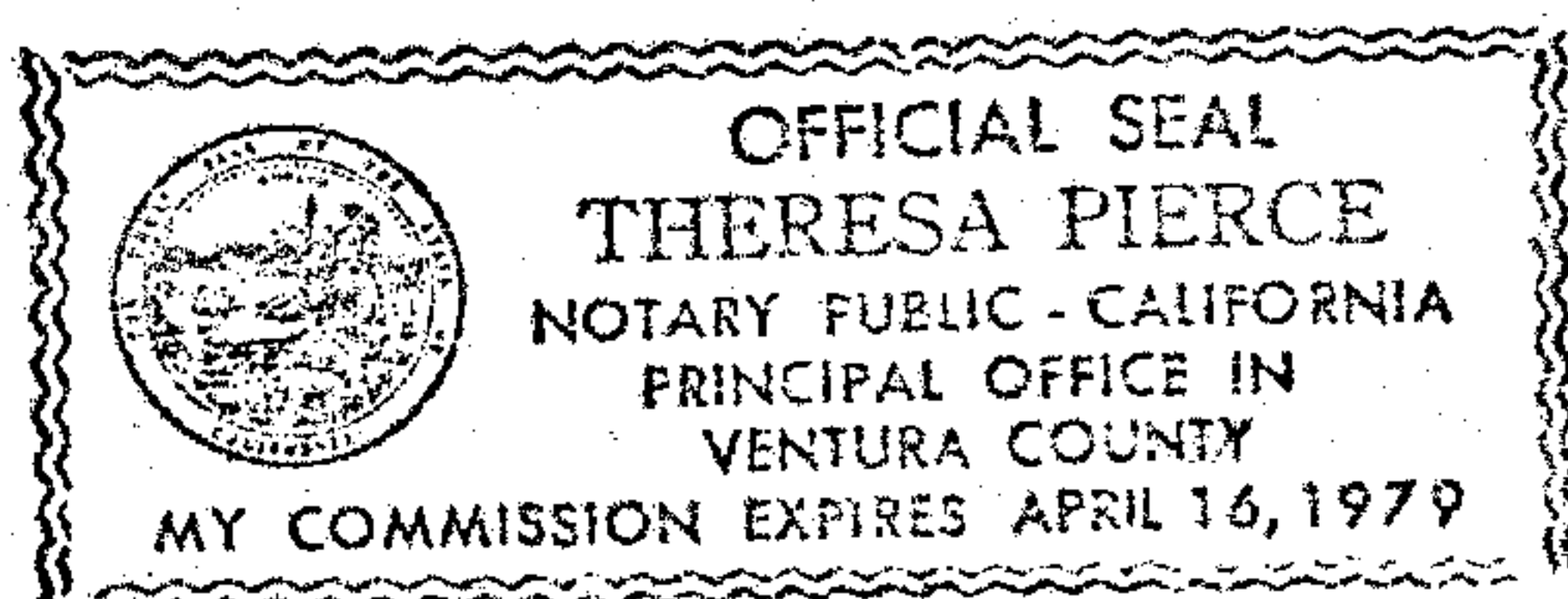
GENERAL ACKNOWLEDGMENT

I, Theresa Pierce, a Notary Public in and for said County, in said State, hereby certify that Eugenia C. Clemore and husband, Lynn Clemore, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of March , 1977.

Theresa Pierce
NOTARY PUBLIC

My Commission Expires: April 16, 1979



INSTRUMENT WAS FILED
Del Jan 4 5:00
1977 MAR 23 PM 12:15

Thomas A. Swinney, Jr.
JUDGE OF PROBATE

Rec. 5.50
1.00
\$11.50