

Send Tax Notice To:  
Eddie and Dorothy Smith  
P. O. Box 204  
Shelby, Alabama 35143

STATE OF ALABAMA ) \$18,500 of the purchase price was paid from a mortgage  
SHELBY COUNTY ) loan closed simultaneously.

**WARRANTY DEED**

THIS IS A WARRANTY DEED executed and delivered this 26<sup>th</sup> day of November, 1993, by John C. Wilson, a married man, (hereinafter referred to as the "Grantor"), to Eddie Smith and wife, Dorothy Smith, (hereinafter referred to as the "Grantees").

**KNOW ALL MEN BY THESE PRESENTS:**

That in consideration of One Thousand Five Hundred & 00/100 (\$1,500.00) Dollars and the execution of a Promissory Note for Eighteen Thousand Five Hundred & 00/100 (\$18,500.00) Dollars secured by a Purchase Money Mortgage delivered by Grantees to Grantor, the Grantor does by these presents, grant, bargain, sell and convey unto the Grantees, the following described real estate situated in Shelby County, Alabama, to-wit:

Tract V according to the plat of Spring Creek Homes situated in Section 11, Township 24 North, Range 15 East, as recorded in Map Book 17, Page 128 in the Probate Office of Shelby County, Alabama,

TOGETHER WITH all appurtenances thereto belonging or in anywise appertaining and all right, title and interest of Grantor in and to any and all roads, alleys and ways bounding said premises.

Grantor hereby warrants that the subject property does not constitute the homestead the Grantor or the Grantor's spouse.

This conveyance is subject to the following:

- 1) Ad valorem taxes for the year 1994 and subsequent years;
- 2) All easements and right(s)-of-way(s) of record; and
- 3) Restrictive Covenants and Joint Driveway Agreement as follows:

A. The property shall be restricted for single family use. There is no restriction concerning the size or style of the house which may be erected on the subject property, and a mobile home is expressly permitted, provided that the mobile home be properly secured and skirted or underpinned in an appropriate and attractive manner.

B. General Prohibitions:

a) No noxious, offensive or illegal activity shall be carried on upon the property nor shall anything be done on the property which may be or may become an annoyance or nuisance to the neighborhood.

b) No unused, inoperative or junk vehicles, shall be permitted on the property.

TO HAVE AND TO HOLD, to the said Grantees, their successors and assigns forever.

And said Grantor does for himself, his heirs, executors and administrators, covenant with said Grantees, their successors and assigns, that he is lawfully seized in fee simple of said premises;

09:46 AM CERTIFIED

12/09/1993-39332

SHELBY COUNTY JUDGE OF PROBATE

002 MCD

12.00

*Carole Little*

Inst # 1993-39332

that said premises are free from all encumbrances, except as noted above; that he has a good right to sell and convey the same as aforesaid; and that he will, and his heirs, executors and administrators shall warrant and defend the same to the said Grantees, their successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the Grantor has caused this Warranty Deed to be executed on this 26<sup>th</sup> day of November, 1993.

  
John C. Wilson

STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John C. Wilson, is signed to the foregoing Warranty Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date.

Given under my hand this 26<sup>th</sup> day of November, 1993.

  
Notary Public

My Commission Expires: 12/9/96

THIS INSTRUMENT PREPARED BY:

Chervis Isom  
Berkowitz, Lefkovits, Isom & Kushner  
1600 SouthTrust Tower  
Birmingham, Alabama 35203

92426  
18487/15

Inst # 1993-39332

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09:46 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 12.00