

This instrument was prepared by

Grantee's Address:  
Jerry Edward Oliver, Jr.  
118 Arlington Street  
Columbiana, Al 35051

Conwill & Justice  
P. O. Box 557  
Columbiana, Alabama 35051

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of One Hundred Forty-One Thousand Five Hundred and no/100----- DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, (herein  
Billy Thomas, a married man,  
herein referred to as grantors) do grant, bargain, sell and convey unto  
Jerry Edward Oliver, Jr., and Pamela D. Oliver

(herein referred to as GRANTEES) as joint tenants with right of survivorship, the following described real estate situated in \_\_\_\_\_

SHELBY County, Alabama to-wit:

Lot 6, of Arlington Street Extension Subdivision, recorded in Map Book 11, Page 65,  
in the Probate Office of Shelby County, Alabama.  
Situated in Shelby County, Alabama.

The above described property constitutes no portion of the homestead of grantor, nor  
that of his spouse.

Subject to restrictions, covenants, and conditions as set out in instruments recorded  
in Map Book 11, Page 65, in the Probate Office of Shelby County, Alabama. Subject to  
restrictive covenants which have been imposed on all lots in the subdivision, a copy  
of which is attached as Exhibit "A".

\$111,500.00 of the above recited purchase price was paid from a mortgage executed  
simultaneously herewith.

TO HAVE AND TO HOLD to the said GRANTEES as joint tenants with right of survivorship.

And I (we) do for myself (ourselves) and for my (our) heirs executors, and administrators covenant with the said GRANTEES, their heirs and  
assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances unless otherwise noted above;  
that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (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.

IN WITNESS WHEREOF, I have hereunto set MY hands(s) and seal(s), this 12<sup>th</sup>  
day of July, 19 96.

WITNESS:

\_\_\_\_\_  
(Seal)  
\_\_\_\_\_  
(Seal)  
\_\_\_\_\_  
(Seal)

In Billy Thomas  
Billy Thomas  
\_\_\_\_\_  
(Seal)  
\_\_\_\_\_  
(Seal)

STATE OF ALABAMA  
SHELBY COUNTY

07/13/1996-22594  
09:13 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
General Acknowledgment 42.00

I, the undersigned authority, a Notary Public in and for said County, in said State,  
hereby certify that Billy Thomas, a married man  
whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me  
on this day, that, being informed of the contents of the conveyance he executed the same voluntarily  
on the day the same bears date.

Given under my hand and official seal this 12<sup>th</sup> day of July, A. D., 19 96

Form 31-A

Notary Public

7/13/96/ Dennis P. Ray

**Exhibit A**

Subject also to the following restrictions and limitations which are applicable to the above described property and the use thereof, which such restrictions and limitations shall apply to the grantees and their successors in title, and shall be for the benefit of the grantor, her successors in title, and for the benefit of other grantees of the grantor, and their successors in title, to other parcels which have been heretofore conveyed by the grantor, or which may be hereafter conveyed by the grantor, and their successors in title, and which touch or front on Arlington Street extension in the City of Columbiana, Alabama, viz:

1. The said property shall be used exclusively for single-family residential purposes, with no more than one residence dwelling and one other outbuildings for garage or storage purposes to be erected or maintained on said property.

2. Buildings erected and maintained on said property shall be neat in appearance, and no building or structure shall be moved, constructed, or erected on the premises that may be unreasonably detrimental to the development of the surrounding property. Wood exteriors shall be stained or painted with two coats of paint or stain.

3. Sanitary arrangements on said property must comply with state and local laws and regulations.

4. No residence dwelling of less than 2,000 square feet of heated area shall be erected or constructed on said property.

5. No house trailers, mobile homes, or other temporary structures shall be kept or maintained on said property, except that recreational motor vehicles or trailers may be parked or stored thereon for use by the owners or occupants of said property.

6. There shall be no building, porch, or projection on said property extending nearer than 80 feet from the front lines of said property, (i.e., within 80 feet from Arlington Street extension) or within 20 feet from the property line of any abutting property owner.

7. The grantees, and their successors in title, shall have the right to install and service electric lines, telephone lines, and gas and water lines and mains over, under, and upon said property, and over, under, and upon said Arlington Street extension, or the right of way thereof, provided the same shall not unreasonably interfere with the use and enjoyment of the surrounding property and of said Arlington Street extension.

8. The grantees, and their successors in title, shall have the right to locate and install drains where necessary, and to cause or permit drainage of surface waters from the above described property onto the adjoining property and onto said Arlington Street extension.

9. No animal or fowl shall be kept and maintained on said property except domestic cats, dogs, or birds.

10. The said property may not be subdivided or reduced in size by voluntary alienation, judicial sale, or other proceedings, except with the written consent of all owners of property fronting on Arlington Street extension.

11. The owners of all property fronting on Arlington Street extension may by written consent modify, release, amend, void, transfer, or delegate all of the rights, reservations, and restrictions herein set forth.

12. The said property shall not be sold or used for any purposes of extending any public or private road, street, or alley, or for the purpose of opening any road, street, or alley, except by the prior written consent of all owners of property fronting on Arlington Street extension.

13. Arlington Street extension is now, and shall be, a private street until conveyed to or condemned by the City of Columbiana, Alabama. The grantors agree to pave said street within two years hereafter, in accordance with specifications to be accepted by the City of Columbiana, Alabama.

14. These restrictions shall be considered as covenants running with the land and shall bind the purchasers and their heirs, executors, and administrators, and all future assigns of said premises or any part or parts thereof. These said covenants may be changed by a majority of the owners of the lots in this subdivision after 25 years from the date hereof.

Inst # 1996-22594

07/15/1996-22594  
09:13 AM CERTIFIED  
COUNTY JUDGE OF PROBATE