THE STATE OF ALABAMA)
SHELBY COUNTY .)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Two Hundred and Fifty (\$250.00) Dollars to the undersigned grantors, Edward Carlton and Laura Carlton, his wife, in hand paid by S. M. Tatum, the receipt whereof is hereby acknowledged, we the said Edward Carlton, and Laura Carlton have bargained and sold, and do hereby grant, bargain, sell and convey unto the said S. M. Tatum the following described real estate situated in Shelby County, Alabama, to-wit:

All that parcel of land bounded by and enclosed within the following described lines, viz: Commence on the section line at a point Nine Hundred and Seventy Eight (978) feet north of the northwest corner of Section 33, township 21, range 2 west: thence north along the section line two hundred and ten (210) feet to a wire fence and stake; thence west sixteen (16°) degrees south eight hundred and twenty five (825) feet to the right of way of the L & N'Railroad; thence south along the eastern boundary line of said right of way of L & N Railroad two hundred and ten (210) feet to a stake; thence east sixteen (16) degrees north eight hundred and twenty five (825) feet to section line and starting point, containing four (4) acres, more or less, situated in the northern part of the southeast quarter of the southeast quarter (SEL of SEL) of Section twenty nine (29), township twenty one (21) range two (2) west; together with the right at all times, with or without vehicles, and animals, to pass and repass, in going to and from the land hereby conveyed, over and along a private road, or strip, twelve (12) feet wide and lying adjacent to and immediately east of the eastern boundary line of the right of way of the L & N Railroad, and extending southwardly from said land hereby conveyed to the wagon road, and to use said private road for all purposes connected with the use and enjoyment of the said land hereby conveyed, but not for any other purpose.

Provided, however, that said lands are conveyed upon condition that they shall not, nor shall any part thereof, nor any building to be erected thereon, at any time be used for the conduct of any store for the sale of merchandise of any sind or for the purpose of any trade, manufacture, or business of any description, but that it shall be used for a residence and farming purposes only, and if the said grantee, his heirs, executors, administrators or assigns shall at any time conduct any store for the sale of merchandise of any kind on said premises or use the said premises or any building to be erected thereon for the purpose of any trade, manufacture or business of any description (other than farming) in violation of the terms and conditions of this deed, then this deed shall become null and void, and the title to said lands shall revert to, and the said lands shall again become the property of the grantors or their heirs and they shall have the right to re-enter and take possession of said premises, and thereafter to hold the same as if this conveyance had not been made.

TO HAVE AND TO HOLD, to the said S. M. Tatum, his heirs and assigns forever, subject to the obligations and restrictions herein expressed and imposed upon him, and upon the conditions herein set forth.

And we, the said Edward Carlton and Laura Carlton do covenant with the said S. M. Tatum that we are lawfully seized in fee simple of said premises, that they are free from all encumbrances, except the restrictions herein imposed; that we have a good right to sell and convey the same as aforesaid; and that we will and our heirs, executors and administrators shall forever warrant and defend the same to the said S. M. Tatum and his heirs and assigns against the lawful claims of all persons, except as against claims arising from a breach of the restrictions and conditions herein expressed and imposed upon said grantee, his heirs and assigns respecting the use of said lands.

In witness whereof, we have hereunto set our hands and seals this 23rd. day of Jany. 1925. "dward Carlton (Seal) (Seal) Laura Carlton THE STATE OF ALABAMA SHELBY COUNTY I, T. W. Whatley a Notary Public in and for said County, in said State, hereby certify that Edward Carlton and Laura Carlton, his wife, 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 voluntavily on the day the same bears date. Given under my hand this 23rd day of Jany. 1925. T. W. Whatley--Notary Public THE STATE OF ALABAMA SHELBY COUNTY I, T. W. Whatley, a Notary Public in and for said county in said state, hereby certify that on the 23rd day of Jany. 1925 came before me the within named Laura Carlton, known to me to be the wife of the within named Edward Carlton, who being examined separate and apart from her husband, touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, without fear, constraint or threats on the part of her husband. In witness whereof I hereunto set my hand, this the 23rd day of Jany. 1925. T. W. Whatley--Notary Public THE STATE OF ALABAMA

THE STATE OF ALABAMA
SHELBY COUNTY

I, L. B. Riddle Judge of Probate hereby certify that the within deed was filed in this office for record March 24th 1925 at 9 oclock A.M. and recorded in Deed record 78 page 116 and examined.

U.S. REVENUE STABLES

Actachesi to this instructor

STATE OT ALABAMA SHELBY CCUPTY

I here's cerify that

L. B.Riddle--Judge of Probate

has been raid on the with n instrument as required by law.

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