

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS,

SHELBY COUNTY)

That in consideration of Thirteen Thousand One Hundred Seventy-five and no/100 (\$13,175.00) Dollars, cash, to the undersigned grantor Bessie Mussey McGregor, now Bessie Mussey, a widow, in hand paid by Margaret W. Bush, the receipt whereof is acknowledged, I, the said Bessie Mussey, do grant, bargain, sell and convey unto the said Margaret W. Bush, the following described real estate, situated in Shelby County, Alabama, to-wit:

All that part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 28, Township 19 South, Range 2 West, lying South and East of Cahaba Valley Creek, the same being 16.5 acres, more or less. And also, an undivided one-half interest in approximately 2 $\frac{1}{2}$ acres in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 28, Township 19 South, Range 2 West, within the bounds described as follows: Begin at the Northwest corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 19 South, Range 2 West, and facing North along the Western boundary of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the said quarter-quarter section line of the said quarter-quarter section turn right an angle of 72 degrees and go a distance of 315 feet to a point, thence turn left an angle of 87 degrees and 30 minutes and go a distance of 443.0 feet to a point on the Southern boundary of the Montevallo-Ashville paved road, thence along the Southern boundary of said road in a Southwesterly direction go a distance of 225 feet to a point where the Southern boundary of said road intersects the Western boundary of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section, thence South along the Western boundary of said quarter-quarter section go 386 feet to the point of beginning. And also a right of way for ingress and egress for vehicles and utilities across a portion of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 28, Township 19 South, Range 2 West, from the Montevallo-Ashville paved road to the first described properties herein conveyed. The said right of way shall be an easement for the purposes aforesaid, lying 12 feet on each side of a line described as follows: Begin at a point along the Northern boundary of the 2 $\frac{1}{2}$ acre tract herein conveyed midway between its Easterly and Westerly boundaries, thence proceed to a point on the Southerly line of said 2 $\frac{1}{2}$ acre tract midway between its Easterly and Westerly boundary, thence proceed in a Southeasterly direction to a point on the Cahaba Valley Creek which is the Northwestern boundary of the 16 $\frac{1}{2}$ acre tract herein conveyed and is 1,133.8 feet up said stream from a point where it crosses the Western boundary of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 19 South, Range 2 West, subject to easements of record.

Subject to the following reservations and restrictions:

For a period of ten years from the first day of September, 1955, the following reservations and restrictions shall apply:

(1) No lands owned by the grantor South of the Montevallo-Ashville Highway and the grantee of this deed shall be sold or subdivided into lots or plots of land less than 5 acres in area for each plot so sold.

(2) If the grantor or the grantee, or either of them, or the grantee(s) of either party, desire to sell such plot or parcels of land of 5 acres or more and shall have procured a bona fide offer from a prospective purchaser of such lot aforesaid, then such seller shall first grant to the parties hereto or their grantee(s) the right or option of purchasing said lot; which right shall extend for 30 days and may be exercised by any of the parties named above; the nearest neighbor to the lot offered having the prior right of exercising such option at the price of such bona fide offer. If none of the parties named above desire to exercise the option here granted; then such proposed seller may accept the bona fide offer above referred to.

(3) There shall not be erected on any lot or plot of 5 acres or more, any structure, other than a single private residence and its appurtenances except quarters for such domestic servants and employees as are employed upon the premises.

The reservations and restrictions above shall be and are covenants running with the land and binding upon it as well as the person or persons who may seek to break the same and shall enure to the benefit of any person named in paragraph (2) above, such person being expressly given the right to enforce the same in any proper court.

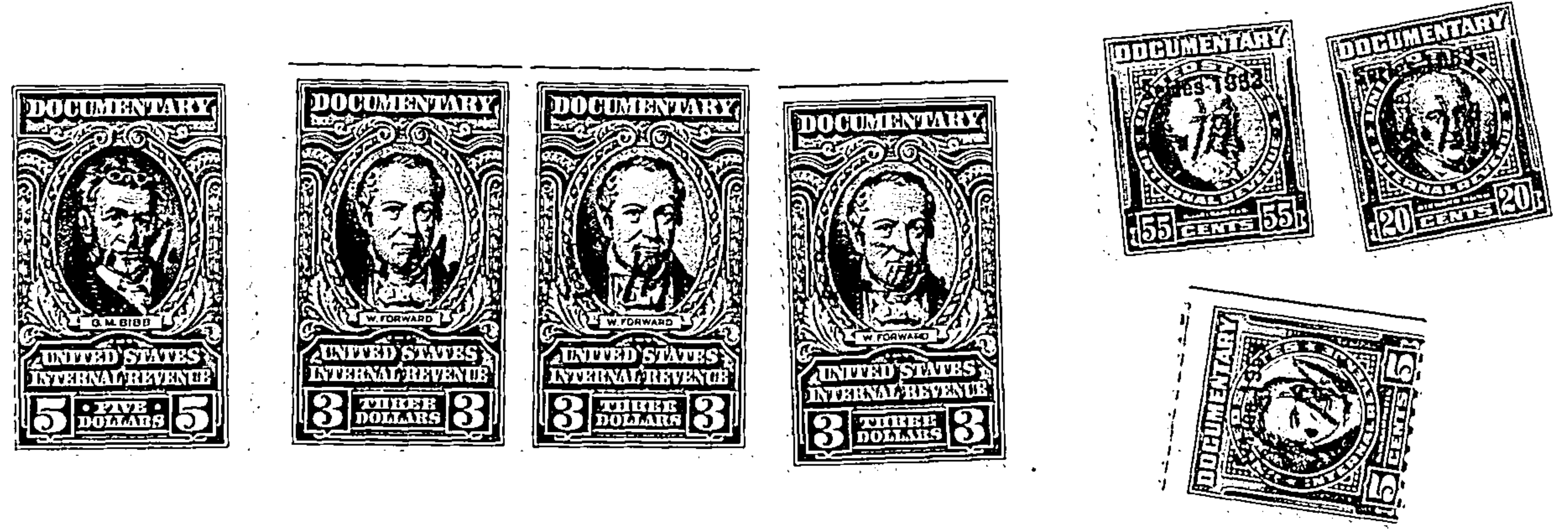
TO HAVE AND TO HOLD, To the said Margaret W. Bush, her heirs and assigns forever.

And I do, for myself and for my heirs, executors and administrators, covenant with the said Margaret W. Bush, her heirs and assigns, that I am lawfully seized in fee simple of said premises; that they are free from all encumbrances; except taxes for the year 1955 which are assumed by the grantee herein, that I have a good right to sell and convey the same as aforesaid; that I will, and my heirs, executors and administrators shall warrant and defend the same to the said Margaret W. Bush, her heirs, and assigns forever against the lawful claims of all persons.

In Witness Whereof, I have hereunto set my hand and seal, this 1st day of September, 1955.

WITNESS:

_____ Bessie M. Muesey (SEAL)

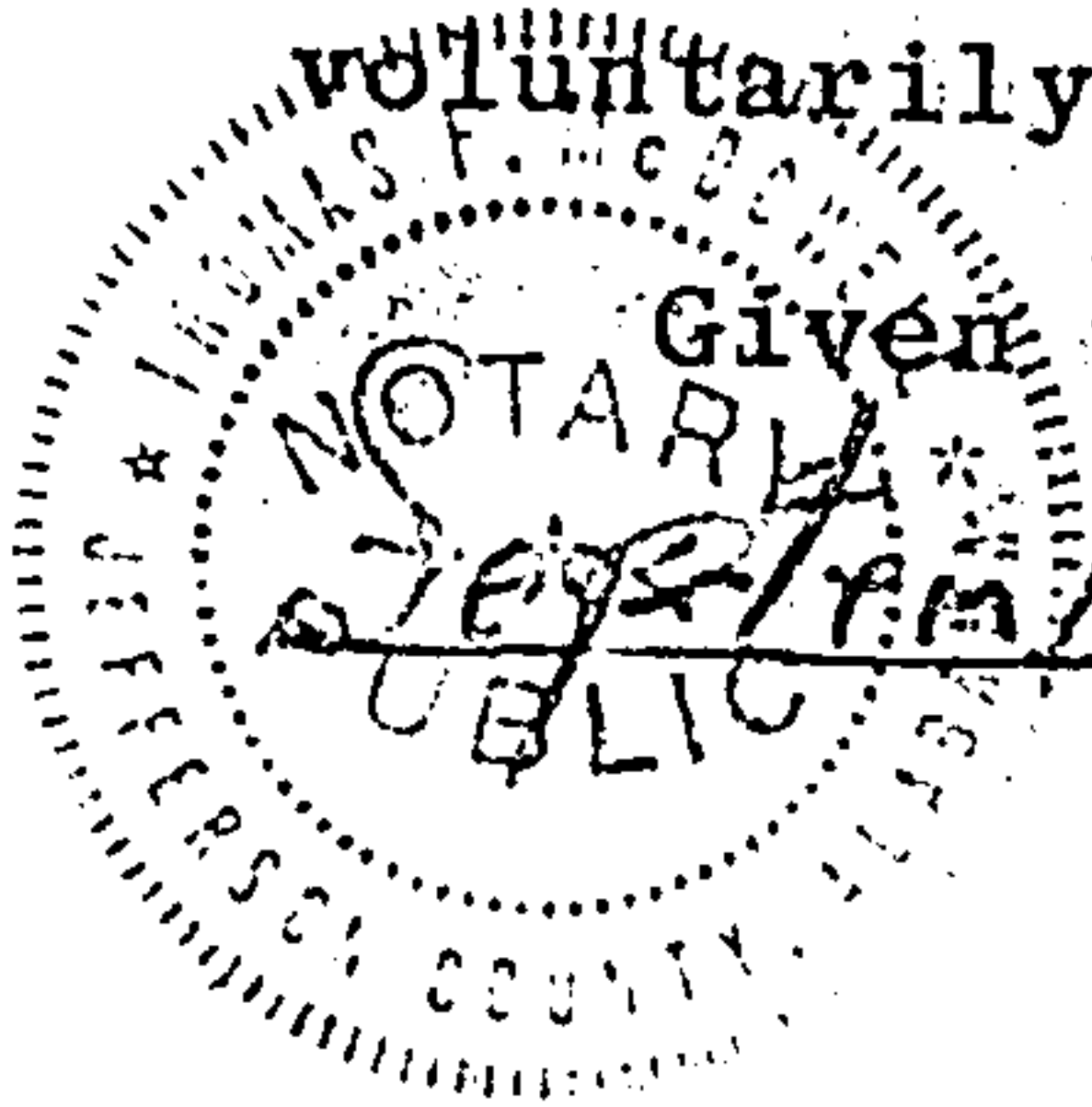


STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Thomas F. M. Lowell, a Notary Public in and for said County, in said State, hereby certify that Bessie Mussey, a widow, 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 she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day of September, 1955.



Thomas F. M. Lowell
Notary Public

STATE OF ALABAMA, SHELBY COUNTY

I, L.C. Walker, Judge of Probate, hereby certify that the within Deed was filed for record the 7 day of Sept, 1955, at 3:45 o'clock P. M. and recorded in Deed Record 175 Page 36, and the Mortgage Tax of Deed Tax of 13.50 has been paid.

L.C. Walker Judge of Probate