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STATE OF ALABAMA

BOOK 100 PAGE 12
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, THAT, in consideration of the sum of Four Thousand and no/100 DOLLARS and other good and valuable consideration, to the undersigned grantors, Minnie F. Houlditch and husband, C. E. Houlditch, in hand paid by S. E. Gerard Priestley and wife, Mary Ellen Priestley, the receipt whereof is hereby acknowledged, we, the said Minnie F. Houlditch and husband, C. E. Houlditch, do grant, bargain, sell and convey unto the as joint tenants, with right of survivorship said S. E. Gerard Priestley and Mary Ellen Priestley, the following described real estate, situated in the town of Montevallo, Shelby County, Alabama, to-wit:

A part of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 21, Township 22 South, Range 3 West, and a part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 20, Township 22, South, Range 3 West and being more particularly described as follows: Commence at the southeast corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 21, Township 22, Range 3 West, and run thence south, 88 degrees and 30 minutes west along the south line of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 21, for a distance of 520 feet to the point of beginning of the tract of land herein described and conveyed; thence turn an angle of 90 degrees to the right and run north 185 feet; thence turn an angle of 90 degrees to the right and run east 100 feet; thence turn an angle of 90 degrees to the left and run north 361 feet, more or less, to the Merriweather property; thence turn an angle of 73 degrees to the left and run for a distance of 502 feet along the Merriweather property to the wet weather branch; thence along said branch as follows: Turn an angle of 72 degrees and 30 minutes to the left for a distance of 55.2 feet; thence turn an angle of 36 degrees and 30 minutes to the right and run a distance of 56.8 feet; thence turn an angle of 12 degrees to the left and run 73 feet; thence turn an angle of 16 degrees to the left and run for a distance of 121 feet; thence turn an angle of 6 degrees to the left and run 186.4 feet; run thence 9 degrees to the left for a distance of 86 feet; thence run at an angle of 6 degrees to the right for a distance of 309.4 feet; run thence 3 degrees and 15 minutes to the left for a distance of 51 feet to the south line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 20, Township 22, Range 3 West; thence turn an angle of 120 degrees and 30 minutes to the left and run in an easterly direction along the south line of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 20 and the south line of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 21, all in Township 22, Range 3 West for a distance of 969.2 feet to the point of beginning.

There is EXCEPTED, however, from the above described tract of land a strip of land measuring 100 feet in width across part of the east line of the tract of land herein conveyed and more accurately described as follows: Commencing at the southeast corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 21, Township 22, Range 3 West, and run thence south 88 degrees and 30 minutes west along the south line of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 21 for a distance of 520 feet; thence turn an angle of 90 degrees to the right and run in a northerly direction for a distance of 185 feet to the point of beginning of the parcel of land excepted herein and from this conveyance; thence turn an angle of 90 degrees to the right and run east 100 feet; thence turn an angle 90 degrees to the left and run north 361 feet, more or less, to the Merriweather property; thence turn at an angle of 73 degrees to the left and run along the line of the Merriweather property to a point 100 feet west measuring perpendicular to the east line of said excepted lot extended; run thence south and parallel with the east line of the lot herein excepted for a distance of 361 feet more or less, to the point of beginning, and said above described Excepted lot containing 5/6ths of an acre, more or less, and being a part of the NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 21, Township 22 South, Range 3 West.

There is also conveyed herein an easement to the grantees herein and to their successors and assigns, the right to the full and free use of a roadway 60 feet wide, the south line of which lies 125 feet north of the south line of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ and from the south line of NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of said Section 21, Township 22, Range 3 West, which said roadway runs from King's Highway in a westerly direction to the east line of the property hereinabove conveyed.

The grantors reserve an easement at the west end of the above described 60 foot roadway, which easement shall adjoin the west end of said roadway and shall be constructed so as to provide a turn-around, the traveled portion of which shall be 12 feet wide, with the east end of said turn-around adjoining the west end of said 60 foot roadway, with the north and south line of said turn-around intersecting the north and south line of said roadway.

TO HAVE AND TO HOLD Unto the said S. E. Gerard Priestley and Mary Ellen Priestley, as joint tenants, with right of survivorship, their heirs and assigns forever, it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one grantee does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

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; that we have a 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.

The above described lands are conveyed subject to the following covenants and restrictions which are made as a part of this deed:

1. No obnoxious, offensive trade or activities shall be carried on upon any part of said premises.

2. No garage, filling station or other business shall be constructed or operated upon said premises.

3. No dwelling costing less than Eight Thousand Dollars shall be permitted on any part of said lands.

4. No person of any other race than Caucasian shall use or occupy any building or any part thereof, or on any lot except this covenant shall not prevent occupancy by domestic servants of different race domiciled with the owners or tenants of said premises.

5. No cattle or hogs shall be kept or maintained on any residential building lot; said lands shall be used for residential purposes and not for the purpose of operating a business thereon.

6. Neither the grantees nor their successors or assigns shall dump garbage or sewage on said property.

7. It is expressly understood and agreed that the covenants herein set forth shall attach to and run with the lands described herein and shall be binding on all parties and all persons claiming under the said grantors herein, and the grantees herein, or their successors and assigns, and that said covenants set forth herein shall attach to and run with said lands, and that said covenants may be proceeded upon for an injunction for specific execution thereof against any person or persons violating said covenants.

Invalidation of any of these covenants, or any part thereof by any court of competent jurisdiction shall in no wise affect any of the other provisions which shall remain in full force and execution.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, on this the 29th day of October 1957.

Minnie F. Houlditch (seal)
Minnie F. Houlditch
C. E. Houlditch (seal)
C. E. Houlditch

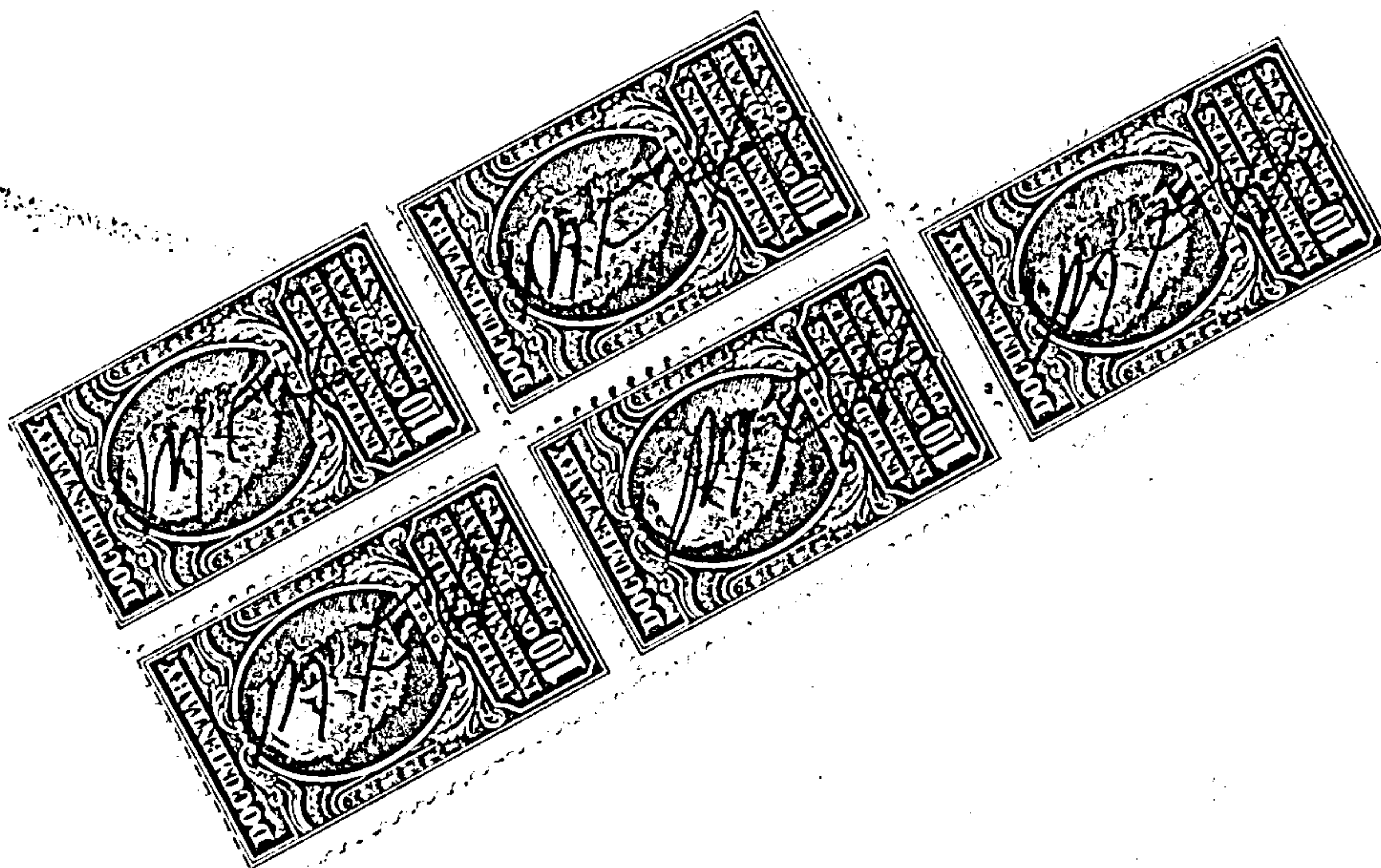
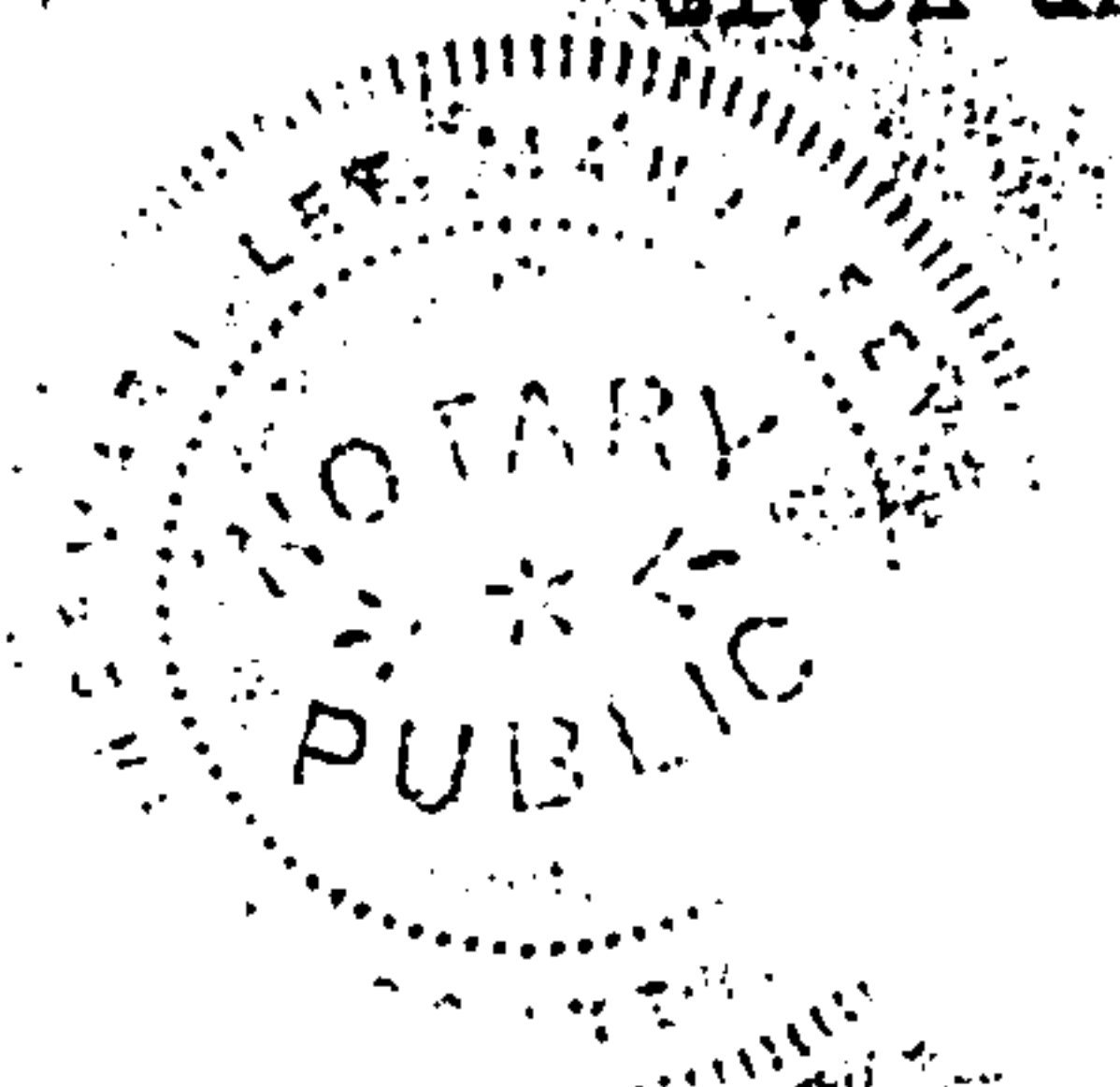
STATE OF ALABAMA

SHELBY COUNTY

I, Mary Lee Mahaffey, a Notary Public in and for said County, in said State, hereby certify that Minnie F. Houlditch and husband, C. E. Houlditch, 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 this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand, on this the 29th day of October 1957.

Mary Lee Mahaffey
Notary Public



STATE OF ALABAMA, SHELBY COUNTY
I, L.C. Walker, Judge of Probate, hereby certify that the within
was filed for record the 29 day of Oct 1957 at 1 o'clock PM
and recorded in Book 190 Page 12
Decd Tax of 5.00 has been paid, and the Mortgage Tax of 1.00