

2585

STATE OF ALABAMA

COUNTY OF SHELBY

BOOK 193 PAGE 11

KNOW ALL MEN BY THESE PRESENTS, That in consideration of One Thousand Six Hundred and No/100 Dollars (\$1600.00) to the undersigned grantors, Albert Scott and wife, Caroline B. Scott, in hand paid by the FIRST BAPTIST CHURCH OF ALABASTER; an Alabama Corporation, the receipt of which is hereby acknowledged, we, the said Albert Scott and wife, do grant, bargain, sell and convey unto the said First Baptist Church of Alabaster, the following described Real Estate situated in Shelby County, Alabama, to-wit:

A part of the South Half of the Southwest Quarter of Section 35, Township 20, South, Range 3 West, situated West of Buck Creek and which is more accurately described and designated as Lots Numbers 1, 2, 3, 4, 23, 24, 25 and 26 in Block Number 9 according to survey and map made by H. W. Cannon, a registered surveyor and filed in the Probate Office of Shelby County, Alabama, on May 10, 1955, and recorded in Map Book 3, in the office of the Judge of Probate of Shelby County, Alabama.

TO HAVE AND TO HOLD to the said First Baptist Church of Alabaster, its successors and assigns forever.

And we do, for ourselves, and for our heirs, executors and administrators, covenant with the said First Baptist Church of Alabaster, its successors 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 First Baptist Church of Alabaster, its successors and assigns forever, against the lawful claims of all persons.

This Deed is executed subject to the following condition precedent, viz: that the said Grantee shall pay to the Grantors the sum of Twelve Hundred and No/100 Dollars (\$1200.00) due by one installment promissory note, dated this date, and payable at the rate of Fifty and No/100 Dollars per month with interest thereon at the rate of six per cent (6%) per annum, the first payment being due and payable on the 3<sup>d</sup> day of May, 1958, and each successive payment being due on the 3<sup>d</sup> day of each month thereafter until the entire indebtedness shall have been paid with interest.



See Release in deed Book 194  
page 494



BOOK 193 PAGE 12  
This Deed is executed subject to the following condition as a part of the consideration therefor and the said First Baptist Church of Alabaster accepts delivery hereof with the understanding and agreement that the said First Baptist Church of Alabaster, upon demand by the said Albert Scott, his heirs and assigns, will convey to the said Albert Scott, his heirs or assigns, all its right, title, and interest to the above described property if the said First Baptist Church of Alabaster does not start construction of a house of worship or church, and a unit or units thereof, or a part of said unit or units, has been completely finished within five years from the date hereof and valued at \$6000.00 according to today's values; and the said Albert Scott, his heirs or assigns pay to the said First Baptist Church of Alabaster an amount equal to the principal sum of the purchase price paid to the said Albert Scott, his heirs or assigns.

And the said Albert Scott and wife, Caroline B. Scott, in consideration of the sum of One Dollar and other good and valuable considerations hereby agreed to hold for two years from the date hereof, subject exclusively to the order of the said First Baptist Church of Alabaster, its successors or assigns, the following described real property situated in Shelby County, Alabama, to-wit:

A part of the South Half of the Southwest Quarter of Section 35, Township 20, South, Range 3 West, situated West of Buck Creek and which is more accurately described and designated as Lots Numbers 5, 6, 21 and 22 in Block Number 9 according to survey and map made by H. W. Cannon, a registered surveyor and filed in the Probate Office of Shelby County, Alabama, on May 10, 1955, and recorded in Map Book 3, in the Office of the Judge of Probate of Shelby County, Alabama, and,

or to transfer and convey the said property by warranty deed, with full covenants and release of dower, if any, free from all encumbrances, at any time within the said two years to the said First Baptist Church of Alabaster, its successors or assigns, at and for the price of Twelve Hundred and No/100 Dollars payable upon the delivery of the aforementioned Warranty Deed.



BOOK 193 PAGE 13

This Deed is executed subject to the following conditions, and the foregoing option is granted subject to the condition that the following conditions will apply to the deed conveying the same. FIRST: Neither The First Baptist Church of Alabaster, nor its successors or assigns, being the owner of the above described lands, or any part or parts thereof, shall, or will, at any time hereafter, cause, procure or permit, to be erected or maintaining upon any part or parts of the lands or premises herein above described, any building or buildings, except such as shall conform to the terms and conditions of the hereinafter named covenants and conditions, and the said First Baptist Church of Alabaster covenants further that neither said Church nor its successors or assigns shall at any time erect or permit any building or buildings upon any part of said heretofore described lands to be erected in violation of the terms of the following covenants and the said First Baptist Church of Alabaster covenants that it will not convey the above described lands to any other Church except subject to the following covenants and restrictions. Should the said First Baptist Church of Alabaster convey the above described lands to any person or persons other than another Church, the said First Baptist Church of Alabaster will include in such conveyance all terms and conditions included in those certain restrictive covenants dated August 9, 1955 and recorded in the Probate Office of Shelby County, Alabama in Deed Book 175, Page 68, and executed by Alabaster Lime Company by its partners, namely: George L. Scott, Sr., George L. Scott, Jr., and Albert L. Scott.

1. That the main body of any building erected shall not be located nearer than 30 feet to the front lot line or nearer than 5 feet to any side lot line of a lot not owned by the constructor. The main body of the building, as herein designated, refers to the main or principal outer wall of the building, exclusive of porches, chimneys, stoops, eaves, or other similar minor projections.
2. No Church or House of Worship shall be permitted on the above described land at a cost of less than \$6,000.00, based upon cost levels prevailing as of August 9, 1955.



3. No Church or House of Worship shall be erected, or used, unless said building is fully equipped with sanitary facilities and sewerage disposal facilities, approved by the County Health Officer of Shelby County, Alabama.
4. No Church or House of Worship shall be erected upon the above described property unless said building and equipment shall have been erected and equipped in a good and workmanlike manner with good and substantial material.
5. No trailer, basement, tent, shack, garage, barn, or other building shall be erected on said lands, which, at any time, be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
6. An easement is required to allow utilities, to place poles and anchors on, or within 2 feet of the inside of the property line.
7. No farm animals shall be kept or maintained on any part of the aforementioned lands.
8. It is expressly understood and agreed that the covenants herein set forth shall attach to and run with the lands described herein, and as surveyed and platted on map of said Alabaster Gardens, and shall be binding on all parties and on all persons claiming under the First Baptist Church of Alabaster, or its successors or assigns, until August 1, 1980, at which time, the covenants shall be automatically extended for successive periods of 10 years, unless by a vote of the majority of the then owners of all lots described in said map of Alabaster Gardens Subdivision, it is agreed to change such covenants in whole, or in part. It is further expressly understood and agreed that the covenants set forth herein shall attach to and run with all of the lots and parcels of land conveyed or optioned hereby, and it shall be lawful for the owners of any part or parcel of land described in Alabaster Gardens Subdivision to institute and prosecute proceedings in law or in equity against the party or parties violating, or threatening to violate the covenants, or any part thereof, set forth herein; and that said covenants may be proceeded upon for

an injunction or for a separate execution thereof against any person or persons, or for damages against such person or persons violating said covenants or any part thereof, as such damages to be deemed cumulative and not alternative.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 18th day of April, 1958.

Albert L. Scott (SEAL)  
(Albert Scott)

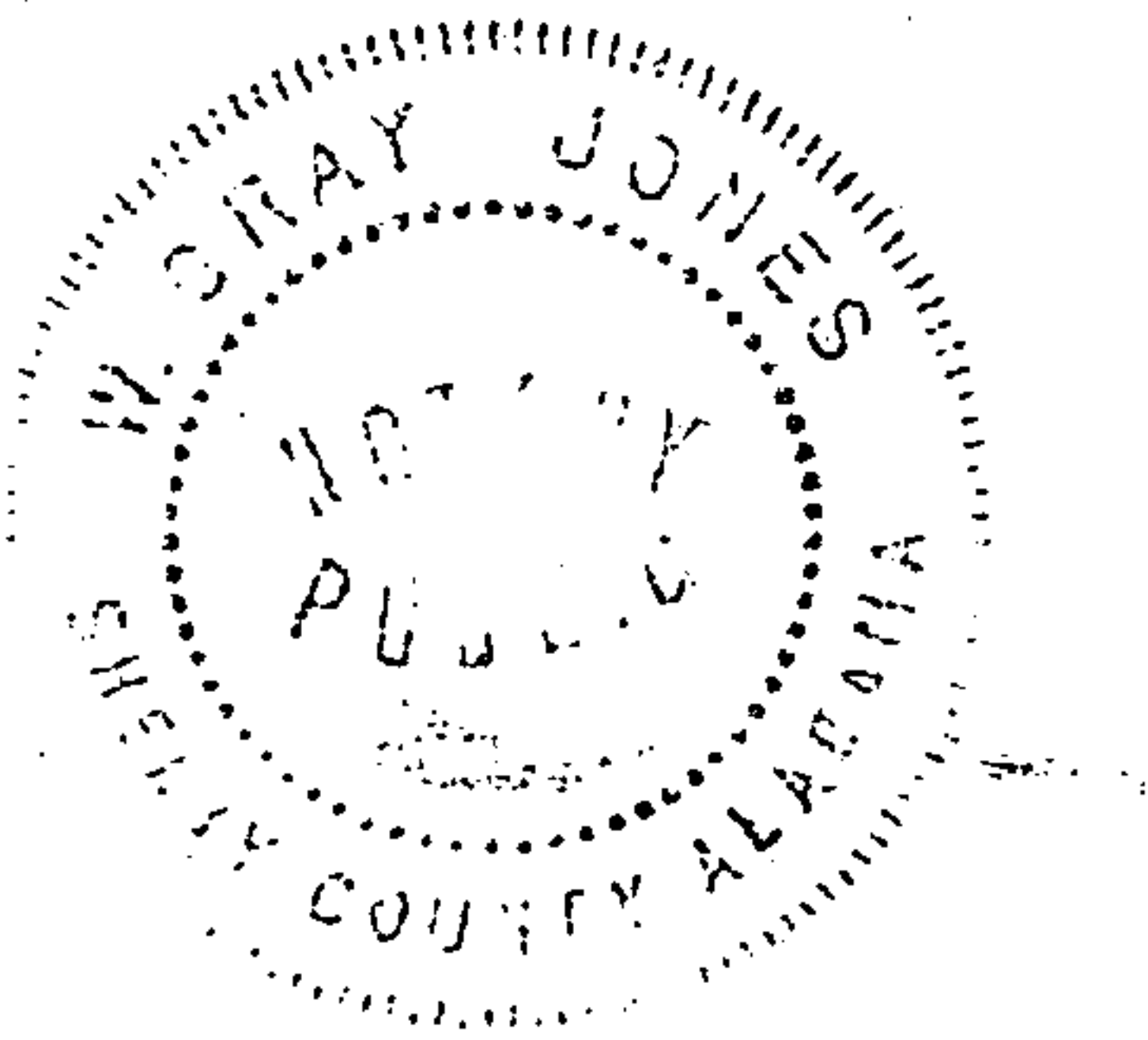
Caroline B. Scott (SEAL)  
(Caroline B. Scott)

THE STATE OF ALABAMA )  
SHELBY COUNTY )

I, W. GRAY JONES, a Notary Public, in and for said County, in said State, hereby certify that Albert Scott and wife, Caroline B. Scott, 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 this 18th day of April, 1958.

W. Gray Jones  
( W. GRAY JONES )  
Notary Public, Shelby County,  
Alabama.



State of Alabama, Shelby County

I, L. C. Walker, Judge of Probate hereby certify that the within Deed was filed in this office for record the 22 day of April 1958 at 1 o'clock P. M. and recorded in Deed Record 193 Page 11 & examined 22 and the Mortgage Tax of \$ 2.00 has been paid. Fee \$ 2.00 L. C. Walker Judge of Probate