

WARRANTY DEED

Shelby County Printing & Publishing Co., Columbiana, Ala.

1928

The State Of Alabama

SHELBY County

Know all men by these presents, That in consideration of Five Hundred and No/100 DOLLARS

to the undersigned grantors E. H. Bentley and wife, Era Bentley in hand paid by W. W. Rabren

the receipt whereof is acknowledged we the said E. H. Bentley and wife, Era Bentley do grant, bargain, sell and convey unto the said W. W. Rabren

the following described real estate situated in Shelby County, Alabama, to-wit:

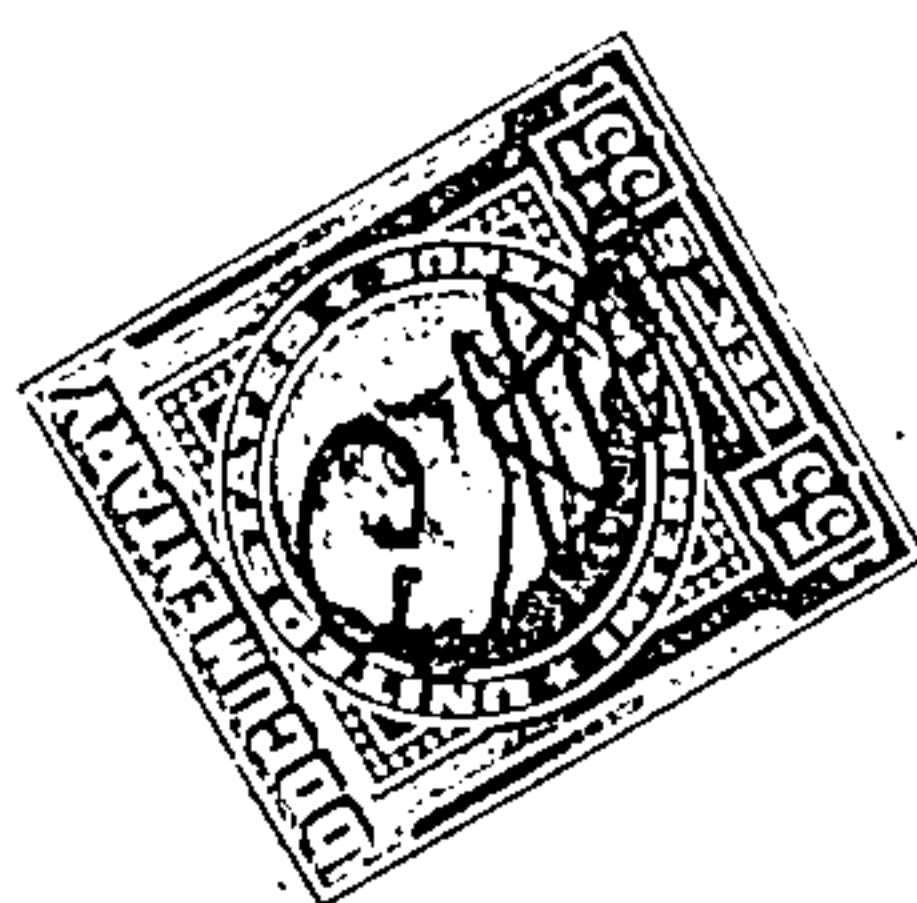
A part of the SE¼ of SW¼, Section 24, Township 21 South, Range 1 West, more particularly described as follows: Commencing at the NE corner of said SE¼ of SW¼ of Section 24, Township 21 South, Range 1 West and run along the North line of said forty acres South 89 deg. 00 min. West 808.0 feet; thence turn an angle of 90 deg. to the left and run South 1 deg. 00 min. East along East side of Moon lot 215.0 feet to the point of beginning of lot herein described and conveyed; thence turn angle of 90 deg. to right and run South 89 deg. 00 min. West 208.4 feet; thence turn angle to left of 90 deg. and run South 1 deg. 00 min. East 210.0 feet; thence turn angle to left of 90 deg. and run North 89 deg. 00 min. East 208.4 feet; thence turn angle to left of 90 deg. and run North 1 deg. 00 min. West 210.0 feet to point of beginning. Situated in the Town of Columbiana, Alabama.

Grantors further convey to grantee an easement 40 foot in width for use as a right of way over and across adjoining lands owned by grantors.

In consideration of grantee's promise to construct a home on the above described property costing more than \$10,000.00 and containing approximately 1200 square feet of floor space, grantors covenant and agree with the grantee that the remaining lots owned by them fronting on East and West side of Pine Hill Drive (the road leading to the above described lot running North and South) shall be restricted for the construction of homes costing not less than \$10,000.00 to build and containing not less than 1100 square feet of floor space.

It is understood and agreed between the parties hereto that this restriction only applies to lots fronting on said Pine Hill Drive and does not apply to other property owned by the grantors.

The grantors agree that this covenant is one which runs with the land.



To have and to hold To the said W. W. Rabren, his

heirs and assigns forever.

And we do, for ourselves and for our heirs, executors and administrators, covenant with the said W. W. Rabren, his heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all incumbrances; 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 W. W. Rabren, his

heirs and assigns forever, against the lawful claims of all persons.

In witness whereof we have hereunto set our hands and seal S, this 7th day of January February, 1959.

WITNESSES:

E. H. Bentley (Seal)
E. H. Bentley (Seal)

The State Of Alabama
SHELBY County

I, Oliver P. Head

Notary Public

hereby certify that E. H. Bentley and wife, Era Bentley in and for said County, in said State, whose name s 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 7th day of January February, A.D., 1959.

Oliver P. Head, Notary Public

STATE OF ALABAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within deed was filed for record the 19th day of July 1959 at 2 o'clock and recorded in 199 Record, Page 122 and the Mortgage Tax Deed Tax has been paid. Conrad M. Fowler Judge of Probate