

STATE OF ALABAMA

SHELBY COUNTY

1792

KNOW ALL MEN BY THESE PRESENTS, That in consideration of One Thousand Six Hundred Eighty-seven and 50/100 Dollars to the undersigned grantors, Minnie F. Houlditch and husband, C. E. Houlditch, in hand paid by Miriam Collins, the receipt whereof is acknowledged, we, the said Minnie F. Houlditch and husband, C. E. Houlditch, do grant, bargain, sell and convey unto the said Miriam Collins, the following described real estate, situated in Shelby County, Alabama, to-wit:

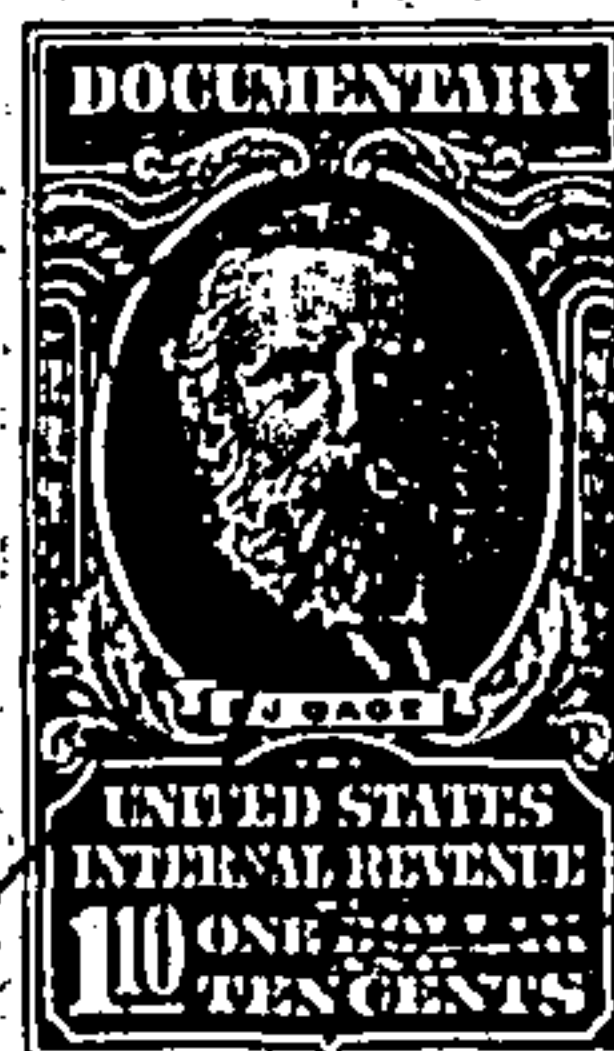
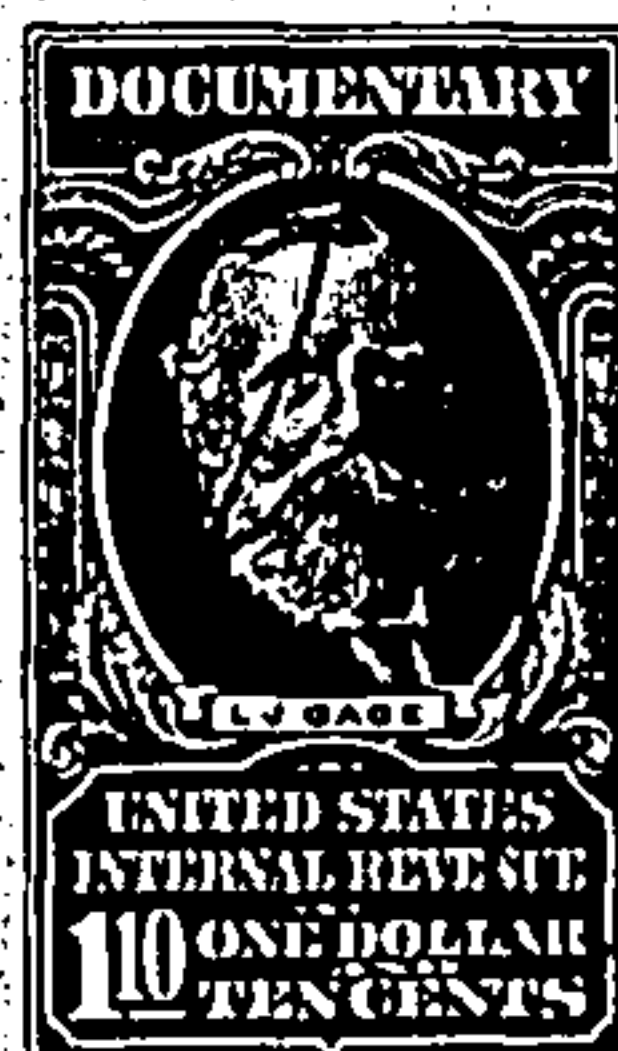
Lot No. 15 and the West one-half ( $W\frac{1}{2}$ ) of Lot No. 16 in Houlditch Subdivision of a portion of Montevallo, Shelby County, Alabama, according to a survey and map of same made by I. S. Gillespie, Registered Land Surveyor on August 1, 1951, said lots being a part of the  $NW\frac{1}{4}$  of the  $NW\frac{1}{4}$  of Section 21, Township 22 South, Range 3 West, subject, however, to the restrictions and covenants hereinafter set out. Said map is recorded in Probate Office of Shelby County, Ala.

TO HAVE AND TO HOLD, to the said Miriam Collins, her heirs and assigns forever.

And we, do for ourselves and for our heirs, executors and administrators covenant with the said Miriam Collins, her 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 Miriam Collins, her heirs and assigns forever against the lawful claims of all persons.

Said property is being conveyed subject to the following restrictions and covenants:

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 \$15,000.00 based on cost levels prevailing on the date of this deed, nor for more than 2 families, shall be permitted on said lands.
4. No person of any other race than Caucasian shall use or occupy any building or any part thereof on said 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 farm animals shall be kept or maintained on said building lot; said lands shall be used for residential purposes and not for the purpose of operating a business thereon.
6. The main body of any building erected shall not be erected or located on said lot nearer than thirty feet to the front lot line or nearer than five feet to any side lot line. 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.

7. There shall be an easement over and across the rear 10 feet of said lots for public utilities, garbage collection and similar purposes.

8. 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 grantee herein, or her 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 persons or persons violating said covenants.

9. Invalidation of any of these covenants, or any part thereof by any court of competent jurisdiction shall in nowise affect any of the other provisions which shall remain in full force and effect.

18<sup>th</sup> IN WITNESS WHEREOF, we have hereunto set our hands and seals, this day of January, 1961.

Minnie F. Houlditch (SEAL)  
Minnie F. Houlditch

C. E. Houlditch (SEAL)  
C. E. Houlditch

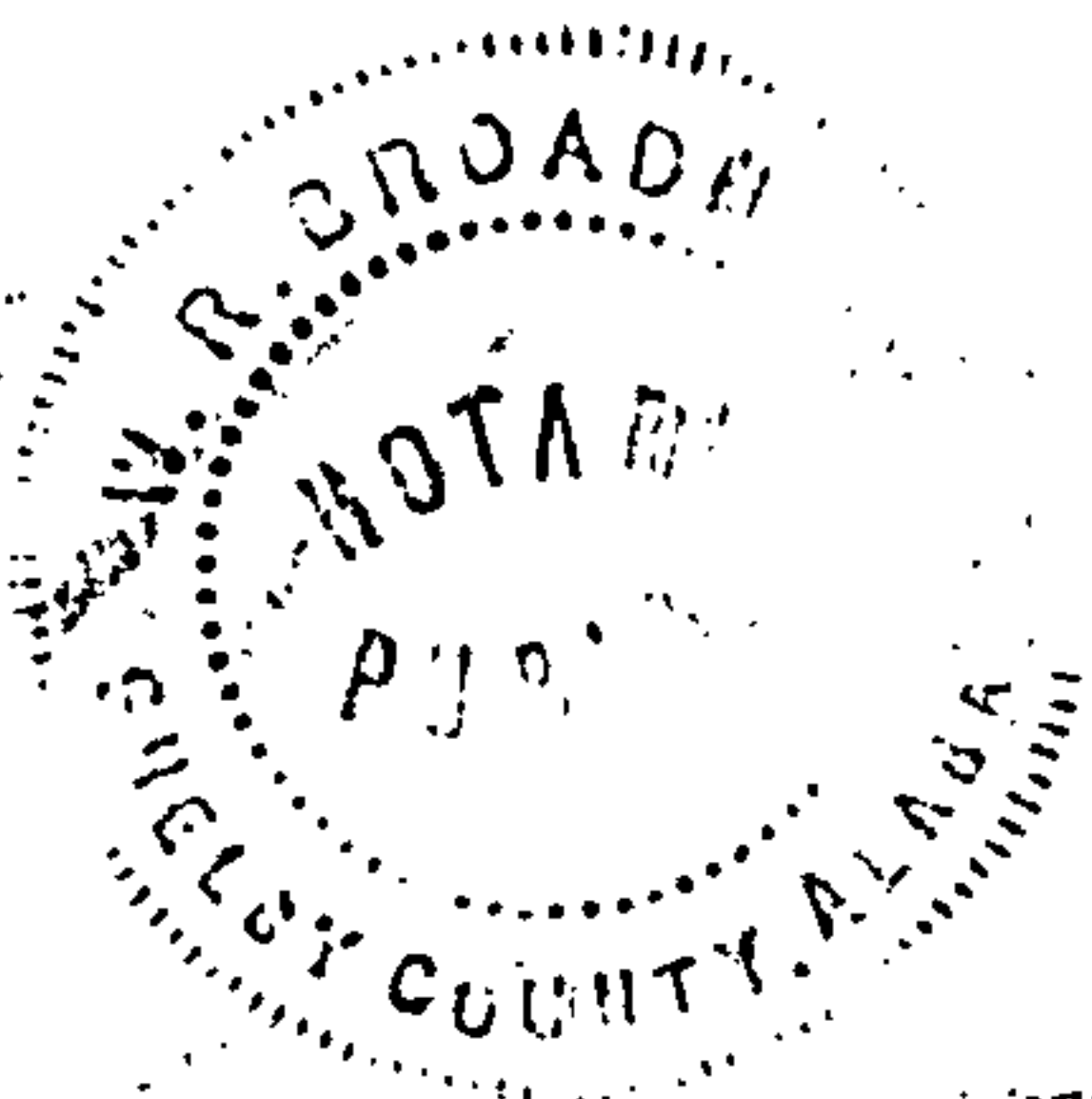
STATE OF ALABAMA

SHELBY COUNTY

I, W. R. Broadhead, 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 the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18<sup>th</sup> day of January, 1961.

W. R. Broadhead  
Notary Public



FILED 18 JANUARY 1961

STATE OF ALABAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within deed was filed for record in this office on the 18 day of Jan 1961 at 10 M. o'clock, and recorded in Book 213 at page 26 on the 26 day of Jan 1961.  
Mortgage Tax \_\_\_\_\_ Deed Tax 2.00 has been paid.

Conrad M. Fowler  
Judge of Probate