

State of Alabama

SHELBY

County

Know All Men By These Presents,

That in consideration of ----- FIVE HUNDRED AND NO/100-----DOLLARS and other good and valuable considerations

to the undersigned grantors James T. Jones and wife Geraldine Jones

in hand paid by Edwin L. Joiner and wife Martha B. Joiner

the receipt whereof is acknowledged we the said James T. Jones and wife Geraldine Jones

do grant, bargain, sell and convey unto the said Edwin L. Joiner and wife Martha B. Joiner

an undivided one-half interest in

as joint tenants, with right of survivorship, the following described real estate; situated in

Shelby

County, Alabama, to-wit:

Part of S½ of SW¼, Section 1, Township 24 North, Range 15 East, described as follows: Commence at Southwest corner of Section 1; thence Northeastwardly along a road as follows: North 75 deg. 45 min. East 391.7 feet; thence North 30 deg. 15 min. East 190.3 feet; thence North 38 deg. 06 min. East 290.7 feet; thence North 42 deg. 34 min. East 25 feet; thence North 88 deg. 58 min. East 186 feet; thence North 88 deg. 33 min. East 200.4 feet; thence North 76 deg. 54 min. East 100 feet to a point; thence North 83 deg. 58 min. East 100 feet; thence North 83 deg. 29 min. East 100 feet; thence North 70 deg. 56 min. East 129.4 feet; thence South 69 deg. 25 min. East 80 feet; thence South 34 deg. 06 min. East 95 feet to a point; thence South 32 deg. 40 min. East 84 feet to a point which is the point of beginning of lot herein conveyed; thence South 33 deg. 53 min. East a distance of 62.5 feet; thence run North 61 deg. 48 min. East a distance of 5 feet; thence run South 33 deg. 53 min. East a distance of 3 feet; thence run North 61 deg. 40 min. East a distance of 115 feet; thence run North 30 deg. 33 min. West a distance of 65.5 feet; thence run South 61 deg. 42 min. West a distance of 123.6 feet to point of beginning.

There is excepted existing right of ways and easements and Alabama Power Company's flood right to 425 foot datum plane contour as recorded in "Final Record", Probate Office Book No. 7, page 51.

SEE REVERSE SIDE HEREOF FOR FURTHER CONVEYANCE, RESERVATIONS AND RESTRICTIONS.

TO HAVE AND TO HOLD Unto the said Edwin L. Joiner and wife Martha B. Joiner

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, except ad valorem taxes for the year 1961.

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.

In Witness Whereof, we have hereunto set our hands and seal,

this 24th day of August, 1961.

WITNESSES:



James T. Jones (Seal.)

(Seal.)

Geraldine Jones (Seal.)

(Seal.)

BOOK 217 PAGE 328

[Signature]

TO

WARRANTY DEED

JOINT GRANTEES WITH SURVIVORSHIP

STATE OF ALABAMA,

County.

Office of the Judge of Probate

I hereby certify that the within deed was

filed in this office for record on the

day of 19

at o'clock M, and was duly re-

corded in Volume of Deeds

at page, and examined.

Judge of Probate.

STATE OF ALA. SHELBY COUNTY
I CERTIFY THIS INSTRUMENT
WAS FILED ON 9-19-61

RECORDED & \$ MTG. TAX
& \$1.00 TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Conrad M. Fowler
JUDGE OF PROBATE

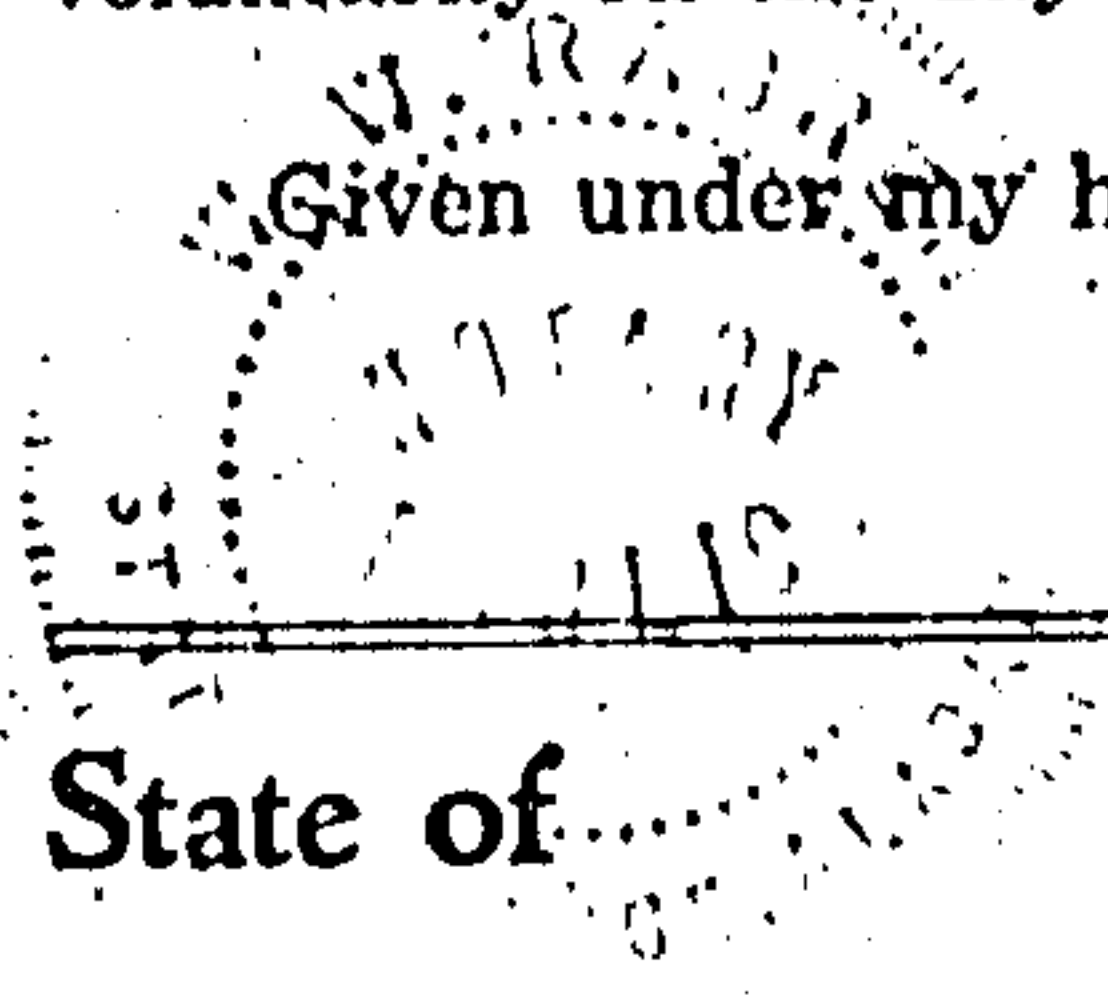
State of ALABAMA

SHELBY

COUNTY

I, W. W. Rabren, a Notary Public in and for said County, in said State, hereby certify that James T. Jones and wife Geraldine Jones 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 14 day of August 19 61 .



W. W. Rabren
As Notary Public
W. W. Rabren

State of

COUNTY

I, , a Notary Public in and for said County, in said State, do hereby certify that on the day of , 19 , came before me the within named , known to me to be the wife of the within named who, being examined separate and apart from the husband touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraints, or threats on the part of the husband.

Given under my hand and official seal this the day of 19 .

As Notary Public

Grantors reserve for themselves and their heirs and assigns an easement for a water pipe line over, upon, under and across said property conveyed, with right of ingress and egress over and across said property for the operation and maintenance of a water pipe line.

Grantors further convey to grantees an easement for a sewage disposal line over, upon, under and across the property owned by grantors lying East of the property herein conveyed, at the point on said grantors' property where the present sewage disposal line is located with the rights to the use of the septic tank and field lines situated on grantors' property.

Grantors for themselves and their heirs and assigns covenant with the said grantees, their heirs and assigns, that the grantors will furnish water to the grantees from the well situated on the property owned by the grantors lying East of the property conveyed to grantees and described in deed recorded in Deed Book 214, page 119, in the Office of Judge of Probate, Shelby County, Alabama, at a reasonable price to be agreed upon between the parties, so long as the grantors have the water available in excess of the grantors' needs for water on the property owned by the grantors described in the above deed, and only so long as the grantees and their heirs and assigns make reasonable and proper use of the water.

Grantors further covenant for themselves and for their heirs and assigns that the property owned by the grantors lying East of the property conveyed to grantees and described in deed recorded in Deed Book 214, page 119 in the Office of Judge of Probate, Shelby County, Alabama, shall be restricted for residential purposes only, and dwellings constructed thereon are restricted to a minimum cost of \$2,000.00; and further, no structure of a temporary nature, such as trailers, tents, shacks or boat houses shall be used as a residence, either temporary or permanent. And further, no mobile home or house trailer shall be used as a residence on said property, either temporary or permanent.

The grantors and the grantees herein agree that the above covenants and restrictions are to run with the land.

BOOK 217 PAGE 329