

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR.

STATE OF ALABAMA

SHELBY COUNTY

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KNOW ALL MEN BY THESE PRESENTS, That in consideration of Nineteen Hundred Fifty and no/100 Dollars to the undersigned grantor in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, I, Minnie F. Houlditch, a widow, (Herein referred to as grantor) do grant, bargain, sell and convey unto John W. Stewart and Lauris M. Stewart (herein referred to as grantees) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate situated in Shelby County, Alabama, to-wit:

Lots 5, 4 and the West one-half of Lot 3 according to Map of Houlditch Subdivision in Section 21, Township 22 South, Range 3 West, as recorded in Map Book 4 on page 39 in the Probate Office of Shelby County, Alabama; subject, however, to the restrictions and covenants hereinafter set out.

TO HAVE AND TO HOLD, to the said John W. Stewart and Lauris M. Stewart, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

And I do for myself and for my heirs, executors and administrators covenant with the said GRANTEES, their heirs and assigns, that I am lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I have a good right to sell and convey the same as aforesaid; that I will and my 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.

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.

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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 lot 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 grantor 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.

9. Invalidity 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 effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 15th day of October, 1963.

Minnie F. Houlditch (SEAL)
Minnie F. Houlditch

State of Alabama
Shelby County

I, Martha B. Joiner, a Notary Public in and for said County, in said State, hereby certify that Minnie F. Houlditch, a widow, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15th day of October, 1963.

Martha B. Joiner
Notary Public



STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 10/15/63
RECORDED & \$2.00 MTG. TAX
& \$2.00 TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Clarence M. Joiner
JUDGE OF PROBATE

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