

Lawyers Title Insurance Corporation

BIRMINGHAM, ALABAMA

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of NINE HUNDRED FIFTY AND NO/100 (\$950.00) DOLLARS

to the undersigned grantor, Rux Carter Real Estate Company, Inc., a corporation,
(herein referred to as GRANTOR), in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto

John Webster Vining, Jr. and wife, Joyce Ann Vining
(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.

Lot No. 17 in Block A, according to the map of Riverview Subdivision as recorded in the Probate Office of Shelby County, Alabama in Map Book 4, page 63.

Subject to subdivision restrictions and covenants recorded in said Probate Office in Deed Book 215, page 662.

Also subject to utility easements and road rights of way of record.

As a part of the consideration hereof grantor grants unto grantees, their heirs and assigns the right to take and use water for household purposes for said Lot 17 in Block A, in common with other persons who now have or may hereafter acquire the right to take or use water from the well as now located on Lot 11, Block D, and grantees, their heirs and assigns shall have the right and privilege together with such other persons as may be designated by grantor to connect to the pump located at said well and lay water pipes not exceeding 1 inch in diameter over and across the east 5 feet of Lot 1, Block D, and along the North 5 feet of Lot 11, Block D and over and across a strip of land 5 feet wide measuring 2½ feet on either side of a center line extending from said well due North to the North boundary of said Lot 11.

As a part of the consideration for the grant of this easement and water right, grantee herein assumes and agrees to pay their prorata share of the cost of electricity and cost of maintaining, repairing and/or replacing said well and pump--such prorata share to be computed by dividing the cost of such repair, maintenance or replacement equally among the total lots connected to said pump.

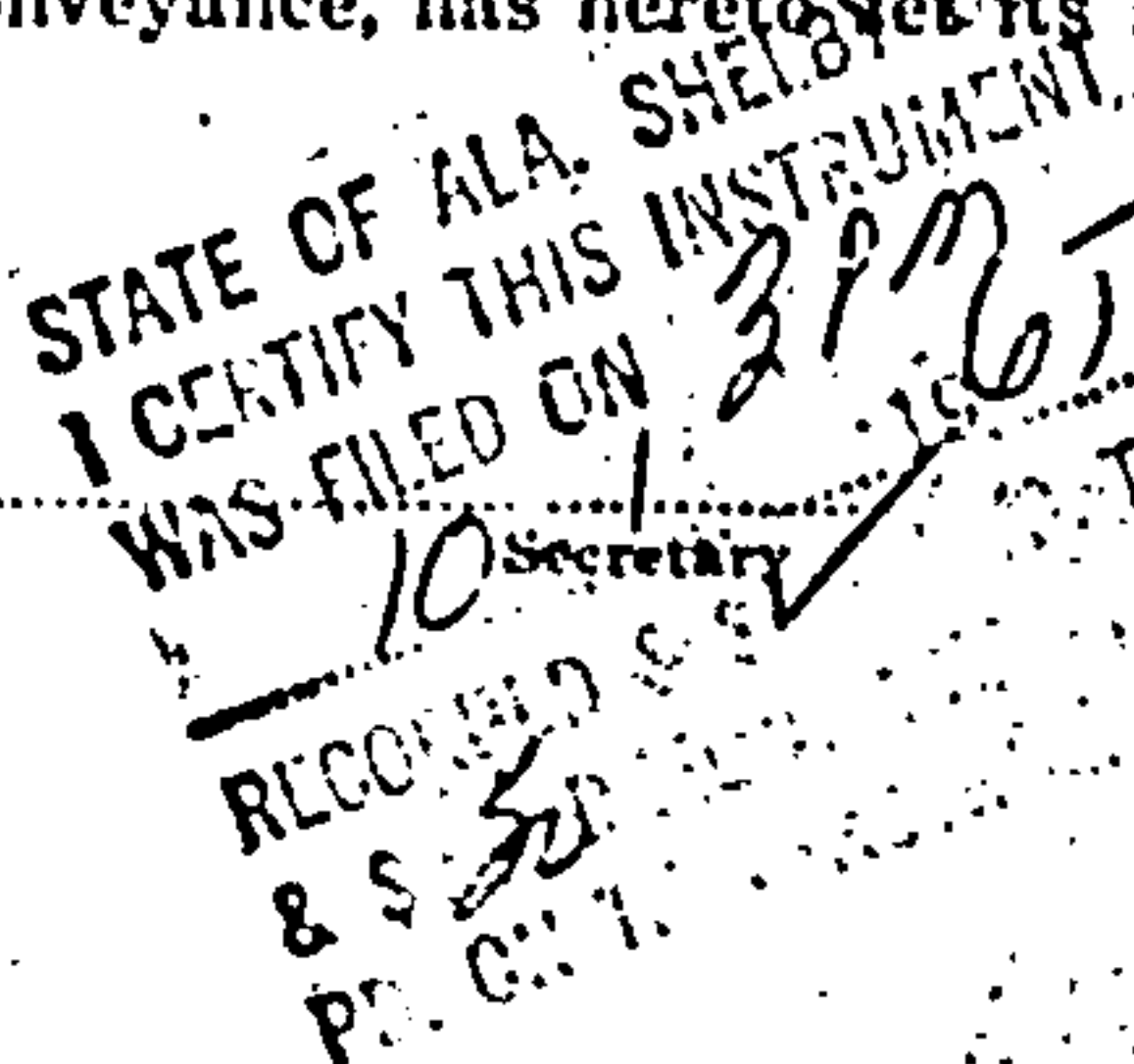


TO HAVE AND TO HOLD, To the said GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion. And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEES, their heirs and assigns, that is lawfully seized in fee simple of said premises, that they are free from all encumbrances,

that it has a good right to sell and convey the same as aforesaid, and that it will and its successors and assigns shall, warrant and defend the same to the said GRANTEES, their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR, by its President, Rux Carter who is authorized to execute this conveyance, has hereunto set its signature and seal, this the 17 day of July 1965.

ATTEST:



RUX CARTER REAL ESTATE COMPANY, INC.

By

President

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned State, hereby certify that Rux Carter whose name as President of Rux Carter Real Estate Company, Inc. a corporation, 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, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation,

Given under my hand and official seal, this the 17 day of

July

1965.

[Signature]
Notary Public

BOOK 238, PAGE 142