

STATE OF ALABAMA )  
SHELBY COUNTY )

10265  
WARRANTY DEED.

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of seventeen thousand five hundred dollars (\$17,500.00), to the undersigned Grantors, Levert G. Gravlee and Frances M. Gravlee, husband and wife, in hand paid by Dr. Guenter Corssen and wife Eva M. Corssen, the receipt whereof is hereby acknowledged, We, Levert G. Gravlee and wife Frances M. Gravlee, the said Grantors, have sold, and we do hereby grant, bargain, sell and convey unto the said Grantees, Dr. Guenter Corssen and wife Eva M. Corssen, 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 property situated in Shelby County, Alabama, viz:

Commence at the Northeast corner of the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$  of NE $\frac{1}{4}$ ) of Section 29, in Township 19, South, Range 2, West, in Shelby County, Alabama, and run thence Westerly along the North line of said Quarter-quarter section for a distance of 617.07 feet to the point of beginning of the property herein and hereby described; thence, continue Westerly along the last described line for a distance of 360.00 feet; thence turn 115 degrees 42 minutes left and run Southeasterly for a distance of 576.72 feet to the center line of a road; thence turn 95 degrees 28 minutes 40 seconds left and run Northeasterly along the center line of said road for a distance of 34.36 feet to the P.C. (point of curve) of a curve to the right having a tangent of 120.27 feet and a central angle of 147 degrees 33 minutes; thence run Easterly and Southerly along the arc of said curve and along the center line of said road for a distance of 90.13 feet to the P.T. (point of tangent) of said curve; thence run Southwesterly along the center line of said road, on a course that is tangent to said curve at said P.T. for a distance of 279.72 feet to the P.I. of a curve to the left having a central angle of 50 degrees 00 minutes and a tangent of 75.0 feet; thence turn left and run Southeasternly for a distance of 179.65 feet; thence turn 27 degrees 40 minutes right and run Southerly for a distance of 18.05 feet; thence turn 142 degrees 29 minutes left and run Northeasterly along the center line of a road for a distance of 469.08 feet to the P.I. of a curve to the left having a central angle of 33 degrees 50 minutes and a tangent of 175.0 feet; thence turn left and run Northerly for a distance of 273.58 feet; thence turn 44 degrees 01 minutes left and run Northwesterly for a distance of 444.70 feet to the point of beginning, minerals and mining rights excepted, and containing 6.9 acres, more or less.

TO HAVE AND TO HOLD, the said real property unto the said Grantees, Dr. Guenter Corssen and wife Eva M. Corssen, 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.

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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 same are free from all encumberances; that we have a good and lawful 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.

There is excepted out of the hereinabove described real property, and not hereby conveyed, that portion of the same which is located in the right-of-way of Indian Crest Drive and Lookout Trail. There is also excepted out of said real property and not hereby conveyed, the minerals and mining rights which are not owned by Grantors, and the easement and right-of-way in favor of Alabama Power Company as is shown of record in Deed Book 125, page 493, and in Deed Book 214, page 631 in the Probate Office of Shelby County, Alabama

Grantors covenant to pay the 1968 advalorem taxes on said property which will be due on October 1st, 1968.

Said real property is sold and hereby conveyed subject to the following conditions, limitations and restrictions which are imposed thereon, viz:

1. Said property shall be used for residential purposes only.

2. It is intended that said property shall be used as a site for only one single family type residence of not less than 1400 square feet of floor area, exclusive of porches, terraces and car ports, or of not less than 1000 square feet of floor area for the ground floor of any one and one-half or two story residence erected thereon, exclusive of porches, terraces and car ports. This restriction however shall not preclude or prohibit the erection by an owner, and the use, of the following additional buildings on said property, viz: One guest or servants house of not more than 1000 square feet of floor area, exclusive of porches, terraces and car ports, one barn building and necessary tool houses, work shops, detached garages, and pump house buildings, all for family use.

3. A main dwelling erected on said property shall cost in its construction not less than \$18,000.00, based upon cost levels prevailing as of the date of this conveyance, it being the intent of this covenant to assure that such dwelling erected shall be of a quality of workmanship and materials substantially the same, or better, than that which can be produced on the date of this conveyance, at the minimum cost stated herein, for the minimum permitted dwelling size specified.

4. Such main dwelling erected on said property shall be located no nearer the front line of said lot, which means the frontage on Indian Crest Drive and Lookout Trail, than fifty (50) feet from the main body of said dwelling, which includes porches, terraces and other projections, but does not include front steps. Other detached structures such as a guest or servants house, barns, tool houses, work shops, but not including a well house, shall be located no nearer the front line of said lot than the main body of the single family residence permitted.

5. No structure of a temporary character, mobile home, basement, tent, garage, barn or other outbuilding shall be used or located on said property at any time as a residence, either temporarily or permanently.

6. No noxious or offensive activity shall be carried on upon said real property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to any neighbor.

7. No animals, livestock or poultry, of any kind, shall be raised, bred or kept on said tract of land, except such as is raised, bred or kept for family use, or as pets. However, not more than three horses may be kept and used on said property, provided they are not kept, bred or maintained for a commercial purpose. Swine may not be kept or maintained on said property at any time.

8. No individual sewerage disposal system shall be permitted or used on said land, unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of Shelby County Health Department, or such other Shelby County Authority as has jurisdiction of such matters. Approval of such system and field lines shall be obtained from such authority having jurisdiction thereof.

9. The Grantors and the Grantees, or their heirs, executors, administrators and assigns may by joint mutual agreement in writing, amend, alter, change or rescind these covenants, conditions and restrictions at any time.

10. Invalidation of one or more of these covenants, conditions and restrictions by a judgement or court order shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

11. These covenants, conditions and restrictions shall attach to and be binding upon, and run with the land, and be binding upon the parties hereto and all persons claiming under them, for a period of twenty (20) years from the date hereof, and shall then automatically expire and be of no further force and effect.

IN TESTIMONY WHEREOF, We have hereunto set our hands and seals, this the 17<sup>th</sup> day of May, 1968.

Levert G. Gravlee (SEAL).  
(Levert G. Gravlee).

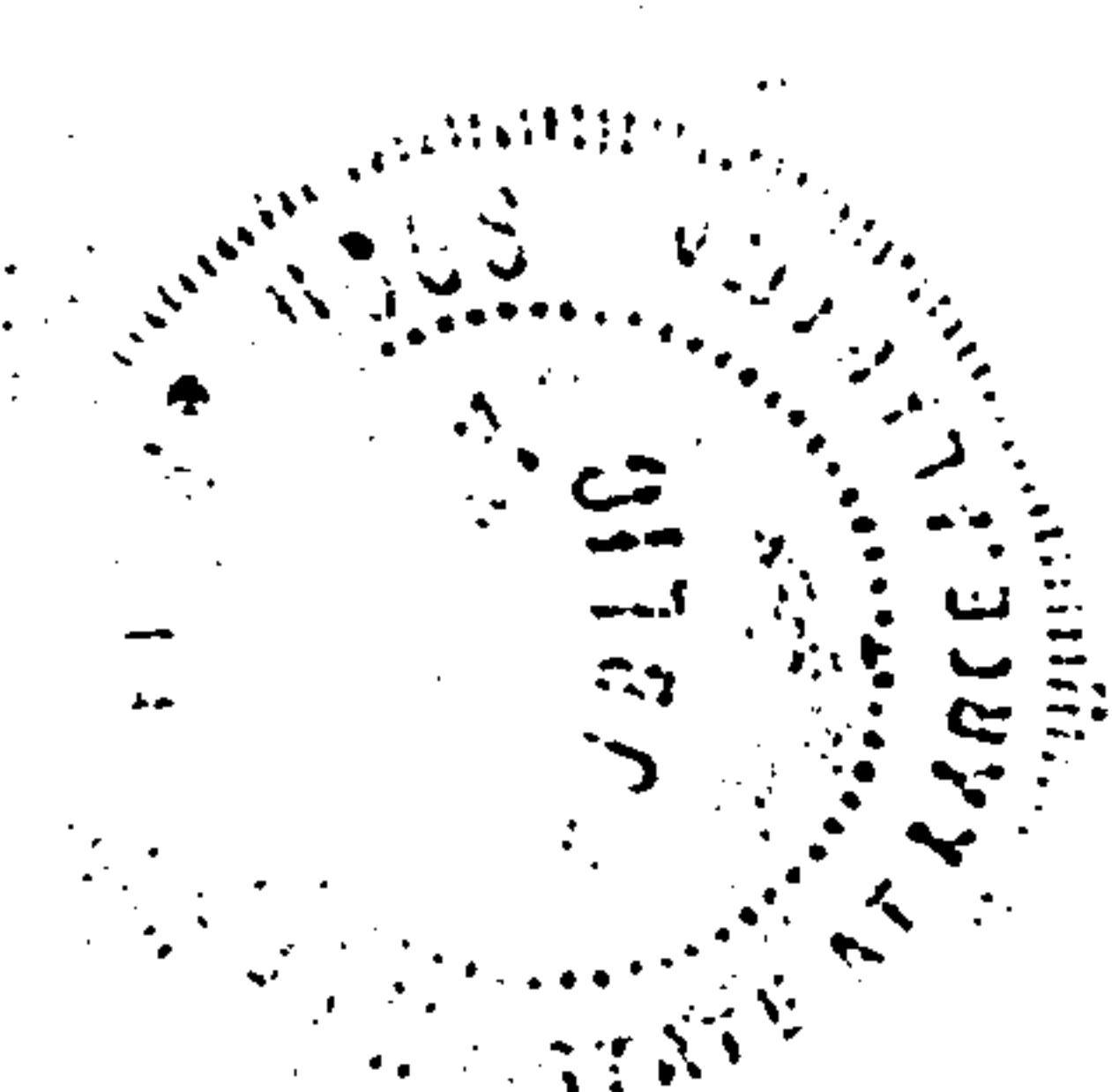
Frances M. Gravlee (SEAL).  
(Frances M. Gravlee).

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, Margaret Scroggs, a Notary Public, in and for said County, in said State, do hereby certify that Levert G. Gravlee and Frances M. Gravlee, husband and wife, 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 said conveyance, they executed the same voluntarily on the day the same bears date.

Witness my hand and official seal this the 17<sup>th</sup> of May, 1968.

Margaret Scroggs  
Notary Public.



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