

KNOW ALL MEN BY THESE PRESENTS, That in consideration of Three  
Thousand Eight Hundred Fifty ----- Dollars, to the undersigned grantor,  
 Scott Properties, 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  
 Jesse J. Jackson and Shirley F. Jackson (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:

= A parcel of land, a part of which is situated in the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  and  
 a part in the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$ , all in Section 7, Township 22 South, Range 2  
 West and more exactly described as follows: Begin at the southwest corner  
 of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section 7 and go northward along the west  
 side of said quarter section 144.75 feet to an intersection with a curved  
 portion of the northwest border of a public road, said curved border  
 being the arc of a circle having a radius of 199.35 feet and a central  
 angle of 30 deg. 43 min. and being subtended by a cord having a length  
 of 106.14 feet and said cord forming an angle of 28 deg. 03 min. to the  
 right from the west side of said quarter section; thence along this curve  
 in a southwest direction 1.56 feet to the beginning of a straight line  
 border of said public road, making an angle of 15 deg. 26 min. to the right  
 from said cord; thence along this border 70.8 feet; thence at an angle of  
 100 deg. 35 min. to the right 610.59 feet; thence at an angle of 93 deg. 50  
 min. to the right 330.87 feet to the southwest border of a public road;  
 thence at an angle of 81 deg. 10 min. to the right and along the southwest  
 border of this road 205.92 feet to the beginning of a curved portion of  
 this border, said curve being the arc of a circle having a radius of 435.3  
 feet, a central angle of 17 deg. 30 min, and being subtended by a cord  
 132.33 feet in length and turning to the left; thence along this curve  
 132.82 feet to the northwest intersection with another road; thence at an  
 angle of 57 deg. 22 min. to the right from previous cord 250.05 feet to  
 the beginning of the first mentioned curved boundary; thence along this  
 curve 105.87 feet to the point of beginning.

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 contin-  
 gent remainder and right of reversion. And said GRANTOR does for itself, its  
 successors and assigns, covenant with said GRANTEES, their heirs and assigns, that  
 it 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 and executors and assigns forever, against  
 the lawful claims of all persons.

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

1. This tract of land cannot be sold or divided into less than a 3-acre tract.
2. That said property shall be used as residential property only and not for  
 any purpose of business or trade.
3. That no more than one residence containing not more than a two-family unit  
 shall be constructed on any 3-acre tract.
4. No dwelling house having less than 1700 square feet of living area shall  
 be constructed on this property.



5. No dwelling shall be occupied as such until the exterior thereof is completed.
6. No structure of temporary character, such as, trailers, tents, barns or other outbuildings shall be used as a residence, either temporarily or permanently.
7. The main body of any dwelling erected on said land shall not be located on said land nearer than 100' from the right-of-way of the road nor nearer than 50' from the side or rear property lines.
8. No outside toilets shall be permitted on said land and all sewage systems constructed on said land shall be first approved by the Shelby County Health Department or such other department within the County as is hereafter created having similar functions, and said system shall be constructed under the supervision of said department.
9. No swine or goats shall be kept or maintained on said property.
10. No obnoxious, offensive trade or activities shall be carried on upon any part of said land.
11. 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 or their successors or assigns for a period of 20 years from the date hereof, at which time the said covenants shall be automatically extended for successive period of 10 years, unless by vote or a majority of the then persons owning three-fourths of the real property being sold by the grantor herein in this area and being subject to similar restrictions contained in this deed shall file in writing their consent for the change of said restrictions in whole or in part.
12. It is expressly understood and agreed that the covenants herein set forth may be proceeded upon for an injunction and for specific execution thereof against such person or persons violating the same and for damages against such persons violating said covenants or any part thereof, such damages to be deemed cumulative and not alternative. 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.

IN WITNESS WHEREOF, the said GRANTOR, by its President who is authorized to execute this conveyance, has hereto set its signature and seal, this the 27 day of September, 1968.

ATTEST:

Carolyn A. Savage  
Secretary

SCOTT PROPERTIES, INC.

BY

Victor Scott  
President

STATE OF ALA. SHELBY CO.  
INSTRUMENT WAS FILED  
1968 OCT 15 PM 11:23  
U.C. FILE NUMBER 98  
REC. BK. & PAGE AS SHOWN 1200  
Consolidated

STATE OF ALABAMA  
SHELBY COUNTY

I, Anna P. Snow, a Notary Public in and for said State and County, hereby certify that Victor Scott, whose name as President of Scott Properties, 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 3rd day of October ~~September~~, 1968.

Anna P. Snow  
Notary Public