

See Mfg 315 - 618

This instrument was prepared by

(Name) Hubert E. Rawson, Jr.
1658 Montgomery Highway
(Address) Birmingham, Alabama 35216

Jefferson Land Title Service Co., Inc.
AGENTS FOR
Mississippi Valley Title Insurance Company

CORPORATION FORM WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA }
COUNTY OF JEFFERSON } KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Eighteen Thousand Three Hundred Fifty and no/100-----
(\$18,350.00)

to the undersigned grantor, Royal Homes, Incorporated 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 Earl B. Cain and wife,
Betty Jean Cain

(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: Begin at the Northeast corner of the
Northeast Quarter of the Northeast Quarter of Section 35, Township 19 South,
Range 1 West, Shelby County, Alabama; thence run in a Westerly direction
along the North line of said quarter-quarter a distance of 160.00 feet;
thence turn an angle to the left of 90 degrees 18 minutes and run in a
Southerly direction a distance of 192.88 feet to its intersection with the
Northerly right-of-way line of a public road, said point being situated on
a curve; thence turn an angle to the left to the chord of said curve of 97
degrees 14 minutes and run in an Easterly direction along the arc of said
curve a distance of 65.99 feet to the end of said curve (said curve having
a central angle of 3 degrees 52 minutes and a radius of 977.83 feet); thence
continue along said Northerly right-of-way line of said public road in an
Easterly direction along the tangent extended to previously described curve
a distance of 88.74 feet to its intersection with the East line of said
quarter-quarter; thence turn an angle to the left of 78 degrees 30 minutes
30 seconds and run in a Northerly direction along the East line of said
quarter-quarter a distance of 169.73 feet to the point of beginning.

\$18,350.00 of the purchase price recited above was paid from mortgage
loan closed simultaneously herewith.

Subject to easements to Alabama Power Company recorded in Deed Volume 133,
Page 419, Volume 136, Page 308 and restrictions which are set out in the
attached Schedule "A" which is incorporated into and made a part of this
conveyance.

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 con-
tingent 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 encum-
brances,

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, Hubert E. Rawson, Jr.
who is authorized to execute this conveyance, has hereto set its signature and seal, this the day of December 19 70.

ROYAL HOMES, INCORPORATED

ATTEST:

Frank A. Nix
Secretary

By Hubert E. Rawson, Jr. President

STATE OF
COUNTY OF

a Notary Public in and for said County in said

I, Donna Starnes
State, hereby certify that Hubert E. Rawson, Jr.
whose name as President of Royal Homes, Incorporated
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 22 day of December, 19 70.

Donna Starnes
Notary Public

BOOK 205 PAGE 335

SCHEDULE "A"

The grantors, Royal Homes, Incorporated, being the owner of fee simple of the aforementioned described property hereby makes the following declaration as to the limitations, restrictions, and uses to which the above described lots may be put, thereby specifying that such declaration shall constitute covenants to run with the land, as provided by law, and shall be binding upon all parties and all persons claiming under them and for the benefit of and limitations upon all future owners of said lots, this declaration of restriction being designed for the purpose of keeping such lots desirable, uniform and suitable in architectural design and use as herein specified.

This lot shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on this lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars.

No noxious or offensive activity shall be carried on upon this lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuilding shall be used on this lot at any time as a residence either temporarily or permanently.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

Individual sewage disposal system shall be permitted on any lot, but only in accordance with the then current Health Regulations in effect.

An easement ten (10) feet in width is reserved along the west side of subject property for utilities and drainage facilities.

Royal Homes Inc
Hubert E. Jones
Pres.

JUDGE OF PROBATE

REC. C. FILE NUMBER OR
DEC. 69 & PAGE AS SHOWN ABOVE

1971 DEC 22 PM 2:15

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1971 DEC 22 PM 2:15

BOOK 205 PAGE 367