

This instrument was prepared by

(Name) WALLACE, ELLIS & FOWLER, Attorneys

(Address) Columbiana, Alabama 35051

Form 1-1-5 Rev. 1-66

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of ONE AND NO/100

DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,

Kathryn Purdy, a single woman, and Margery Purdy, a single woman

(herein referred to as grantors) do grant, bargain, sell and convey unto

George C. Starcher and wife, Montez S. Starcher

(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 located in the S $\frac{1}{2}$ of the NE $\frac{1}{4}$ and the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 10, Township 20 South, Range 1 West, more particularly described as follows: Commence at the NW corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 10; thence in an easterly direction along the northerly line of said $\frac{1}{4}$ Section a distance of 50.00 feet to the point of beginning; thence continue along last described course, a distance of 271.59 feet; thence 90 deg. 44' 45" right in a southerly direction, a distance of 253.69 feet; thence 105 deg. 10' right in a northwesterly direction a distance of 106.04 feet to the beginning of a curve to the left, having a radius of 200.53 feet and a central angle of 45 deg. 36' 30"; thence in a southwesterly direction along arc of said curve, a distance of 159.60 feet to end of said curve; thence southwesterly along a line tangent to said curve, a distance of 121.95 feet to the beginning of a curve to the right, having a radius of 413.40 feet and a central angle of 17 deg. 44'; thence in a southwesterly direction along arc of said curve, a distance of 127.95 feet to end of said curve; thence southwesterly along a line tangent to said curve, a distance of 130.26 feet to the beginning of a curve to the left, having a radius of 131.03 feet and a central angle of 70 deg. 28' 15"; thence continue along last described course, a tangent distance of 92.55 feet to the P.I. of said curve; thence 70 deg. 28' 15" left; in a southwesterly direction a distance of 65.15 feet; thence 107 deg. 30' right in a northwesterly direction a distance of 308.10 feet; thence 66 deg. 22' right in a northerly direction a distance of 330.00 feet; thence 88 deg. 34' right in an easterly direction a distance of 330.00 feet; thence 88 deg. 34' left in a northerly direction a distance of 330.00 feet; thence 88 deg. 34' right in an easterly direction a distance of 380.00 feet; thence 91 deg. 26' right in a southerly direction a distance of 330.00 feet to the point of beginning.

Said property shall be subject to restrictions as shown on Exhibit "A" attached hereto and made a part and parcel hereof as fully as if set out herein.

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

IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s), this 30th day of October, 1972.

WITNESS:

(Seal) (Seal) (Seal) (Seal)

STATE OF ALABAMA

SHELBY

COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Kathryn Purdy and Margery Purdy whose name s 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 the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of October, A. D., 1972.

Nancy L. Farmer

Notary Public.



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Shelby Cnty Judge of Probate, AL

11/16/1972 12:00:00 AM FILED/CERT

RESTRICTIONS ----- CHELSEA FOREST

The conveyance of the hereinabove described property is made subject to any exceptions thereon, and further subject to the following restrictions and limitations which will apply equally to all plots fronting on Chelsea Forest Road.

1. Only one residence or dwelling shall be constructed on the above described property and said residence or dwelling shall contain at least 1700 square feet of heated floor space, exclusive of porches, and not less than 1000 square feet on the first floor of a one and one half and two story building.
2. No barn, building or other structure, except reasonable fencing, shall be constructed within one hundred feet of Chelsea Forest Road. No barn, building or other structure, except reasonable fencing, shall be constructed within one hundred feet of any other Chelsea Forest property line, except with the approval of the owners of the adjoining property.
3. Animals and livestock shall be permitted on the above described property in reasonable numbers excluding hogs and pigs and provided, however, that there shall be absolutely no commercial or business raising of any animal, fish, or fowl on said property.
4. All septic tanks or other sewage systems installed must be of an adequate quality and quantity and must be installed in conformity of all existing laws and regulations concerning the same. Said septic tanks and sewage disposal systems shall not be so located or constructed so as to pollute any lake, spring, or stream.
5. All buildings, structures, and improvements located on the above described property shall be consistent with each other in design, color and architectural type. No outbuildings, buildings or residences shall be erected or begun on said property without plans in three dimensions, specifications, architectural designs, grades and location therefor having first been submitted to and approved in writing by Grantors, their heirs, successors or assigns. No house trailers or mobile homes will be allowed.
6. The above described property may not be subdivided or reduced in size by voluntary alienation, judicial sale, or other proceedings except at the discretion and with the written approval of the Grantors, their heirs, successors or assigns. No portion of the above described property shall be sold or used for the purpose of opening any road, street, or alley, except by the prior written consent of the Grantors, their heirs, successors or assigns.
7. Invalidity of any one or more of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
8. There shall be no hunting of game on the above described property at any time and no discharging of any type gun except in case of an emergency.
9. There shall be no minnow fishing whatsoever in any lake located on the above described property and any and all lakes shall be constructed and managed in accordance with the suggestions and instructions of the Conservation Department, State and Federal.
10. Grantees, their heirs successors and assigns shall have the use of Chelsea Forest Road and unless and until it is deeded to Shelby County and accepted by Shelby County, shall bear a pro rata share of any cost of maintaining or repairing said Chelsea Forest Road.
11. The Grantees shall begin the construction of an approved dwelling or residence on the above described property within one year from the date of their deed. Prior to the completion of said approved dwelling, the Grantors, their heirs, successors and assigns reserve the right of first refusal should the Grantees desire to sell or convey the above described property. The remuneration to Grantees is to be their exact cost or the amount set by a Certified Appraiser of the Grantors' choice, whichever is less. After the completion of an approved dwelling or residence on the above described property and after Grantees have occupied said residence one full year, should Grantees desire to sell or convey the above described property, the first right of refusal shall go to the Grantors, their heirs, successors and assigns.
12. These restrictions shall be binding on Grantees, their respective heirs, successors, executors, administrators and assigns and shall be perpetual and shall run with the land.

Patricia Rundy
Bargery *P. Rundy*



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Shelby Cnty Judge of Probate, AL
11/16/1972 12:00:00 AM FILED/CERT

BOOK 277 PAGE 306

STATE OF ALA. SHELBY COUNTY
JUDGE OF PROBATE
1972 NOV 16 AM 11:16
U.C.C. FILE NUMBER
REC. BKG. & PAGE AS SHOWN ABOVE
Clerk of Court