

DEED OF CORRECTION - TO CORRECT ERROR IN DEED RECORDED IN BOOK 276 PAGE 435
This instrument was prepared by

(Name).....

(Address).....



19730129000004060 1/2 \$.00
Shelby Cnty Judge of Probate, AL
01/29/1973 12:00:00 AM FILED/CERT

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR - AMERICAN TITLE INS. CO., Birmingham, Alabama

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Five Thousand Three Hundred and fifty and no/100 DOLLARS

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

JAMES L. CARDEN AND WIFE SABRA F. CARDEN
(herein referred to as grantors) do grant, bargain, sell and convey unto BILLY C. CAMPBELL AND WIFE
GAMBOLYN H. CAMPBELL

(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 situated a part in the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ and a part in the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ all being in Section 7, Township 22 South, Range 2 West, more exactly described as follows: Beginning at the NW corner of the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of said Section, the bearing of the North Boundary being N 81 deg. 25 min. West commence North 63 deg. 44 min. East a distance of 724.20 feet to the point of beginning, thence North 73 deg. 30 min. East a distance of 276.38 feet to a point, thence South 10 deg. 59 min. East a distance of 661.90 feet to a point on boundary of County Road, thence South 79 deg. 01 min. West along boundary of said County Road a distance of 300.00 feet to a point, thence North 8 deg. 39 min. West a distance of 638.09 feet to the point of beginning. All corners marked by irons and tract contains 4.20 acres more or less. The attached restrictions and covenants as recorded in deed book 272, page 661 and 662, Probate Office Shelby County, Alabama.

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 16th day of January, 1973.

WITNESS:

.....(Seal)

.....(Seal)

.....(Seal)

James L. Carden (Seal)
Sabra F. Carden (Seal)

STATE OF ALABAMA
SHELBY COUNTY

General Acknowledgment

I, Kate S. Davis, a Notary Public in and for said County, in said State hereby certify that James L. Carden and Sabra F. Carden 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 the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of January, A. D., 1973.

Kate S. Davis
Notary Public.
My Commission Expires October 30, 1974

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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 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 out-buildings 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 ft. from the right-of-way of the road nor nearer than 50 ft. 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 periods of 10 years, unless by vote of 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 no wise affect any of the other provisions which shall remain in full force and effect.

Said restrictions and covenants recorded in deed book 272, page 661 and 662, Probate Office of Shelby County, Alabama.

BOOK 278 PAGE 357

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1973 JAN 29 AM 11:08
U.C. FILE NUMBER
REC. BK. & PAGE SHOWN ABOVE
JUDGE OF PROBATE
C. J. McQuinn