

WARRANTY DEED

6079

KNOW ALL MEN BY THESE PRESENTS, that Glen H. Yancey and Betty Ann Yancey, husband and wife, the grantor^S, in consideration of TEN DOLLARS (\$10.00) and other good and valuable considerations, hereby acknowledged to have been paid to said grantors by William L. Lawler, Sr., and Bessie Mae Lawler, husband and wife the grantee^S, do hereby grant, bargain, sell and convey unto the said grantee^S for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, the following described real property situated in Shelby County, Alabama, to wit:

Lots 8, 9, 10 and 11 according to Houlditch Subdivision in Section 21, Township 22 South, Range 3 West, as recorded in Map Book 4 on page 39 in Probate Office of Shelby County, Alabama, along with certain land lying north therefrom, all of which lots and land are more particularly described as follows:
A tract of land situated in the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 21, Township 22 South, Range 3 West described as beginning at the intersection of north boundary of Houlditch Street with the northwest boundary of King Street, as shown on the map of Houlditch Subdivision and proceed westerly along the north boundary of Houlditch Street 390.0 feet to the southwest corner of Lot 8 of said Subdivision; thence at an angle of 90 deg. 00 min. to the right and along the west side of Lot 8 and then continue in the same straight line for a distance of 386.95 feet; thence at an angle of 91 deg. 43 min. to the right 449.63 feet to northwest corner of a lot for a water tower; thence at an angle of 90 deg. 00 min. to the right along the west side of said lot 100.0 feet; thence at an angle of 90 deg. 00 min. to the left and along the south side of said lot 125.0 feet to King Street; thence at an angle of 104 deg. 19 min. to the right 153.97 feet; thence at an angle of 0 deg. 57 min. to the right 130.71 feet to the point of beginning.

The above described property is conveyed subject to certain covenants and restrictions as shown by "EXHIBIT A" attached hereto, and made a part of this deed.

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Shelby Cnty Judge of Probate, AL
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Together with all and singular the rights, members, privileges and appurtenances thereunto belonging, or in any wise appertaining; to have and to hold the same unto the grantee^S, their heirs, and assigns forever.

And, except as to taxes hereafter falling due,

which are assumed by the grantees^S, the said grantors for their heirs, executors and administrators, hereby covenant with the grantees, their heirs and assigns, that they seized of an indefeasible estate in fee simple in said property, that said property is free from all encumbrances and that they hereby warrant and will forever defend the title to, and possession of said property unto the grantee^S, their heirs and assigns, against the lawful claims of all persons.

IN WITNESS WHEREOF, the grantor^S have hereunto set their hand^S and seal this 17th day of January, 1971.

Glen H. Yancey (Seal)
Betty Ann Yancey (Seal)

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EXHIBIT A

Restrictions and Covenants

1. No obnoxious, offensive trade or activities shall be carried on upon any part of said premises.
2. No garage, filling station or other business shall be constructed or operated upon said premises.
3. No dwelling costing less than Eight Thousand Dollars shall be permitted on any part of said lands.
4. No person of any other race than Caucasian shall use or occupy any building or any part thereof or on any lot except this covenant shall not prevent occupancy by domestic servants of different race domiciled with the owners or tenants of said premises.
5. No cattle or hogs shall be kept or maintained on any residential building lot; said lands shall be used for residential purposes and not for the purpose of operating a business thereof.
6. Neither the grantees nor their successors or assigns shall dump garbage or sewage on said property.
7. 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 and all persons claiming under the grantor herein, and the grantees herein, or their successors and assigns, and that said covenants set forth herein shall attach to and run with said lands, and that said covenants may be proceeded upon for an injunction for specific execution thereof against any person or persons violating said covenants.
8. In validation 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 execution.

STATE OF ALA. SHELBY CO.
JUDGE OF PROBATE
REC. BK. & PAGE AS SHOWN ABOVE
U.C.C. FILE NUMBER OR
INSTRUMENT WAS FILED
1973 JUN -4 PM 12:36
\$50.00
C. J. McDaniel