

THIS INSTRUMENT WAS PREPARED BY

HARRISON AND CONWILL
COLUMBIANA, ALABAMA 35051



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Shelby Cnty Judge of Probate, AL
09/12/1977 12:00:00AM FILED/CERT

1558

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR--

STATE OF ALABAMA)

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Ten Thousand Five Hundred and no/100-----
Dollars (\$10,500.00) to the undersigned grantor or grantors in hand paid
by the GRANTEES herein, the receipt whereof is acknowledged, we, William
M. Schroeder and wife, Dorothy D. Schroeder; Clyde Carden and wife,
Fannie Mae Carden; and James L. Carden and wife, Sabra F. Carden,
(herein referred to as grantor, whether one or more), grant, bargain,
sell and convey unto Malcolm Gene Ernest and wife, Barbara Jean Ernest,
(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:

Commence at the northwest corner of the South Half of the East
Half of the SE 1/4, Section 22, Township 22 South, Range 2
West, according to a survey by F.W. Wheeler (Sept. 5, 1968);
thence proceed North 88 deg. 40 min. East (magnetic bearing)
for a distance of 115.00 feet to a point being on the east
right of way line of countryclub Drive; thence turn 90 deg.
36 min. 45 sec. to the left and run 205.00 feet along said
right of way to the point of beginning of the parcel of land
herein conveyed; thence continue along said right of way for a
distance of 205.00 feet to a point; thence turn 90 deg. 36
min. 45 sec. to the right and run 219.46 feet to a point;
thence turn 90 deg. 18 min. 23 sec. to the right and run 205.00
feet to a point; thence turn 90 deg. 18 min. 23 sec. to the
right and run 218.36 feet to the point of beginning. Said
property is situated in the SE 1/4 of Section 22, Township 22
South, Range 2 West, and contains 1.03 acres.

THIS DEED IS BEING EXECUTED SUBJECT TO THE FOLLOWING TERMS AND
CONDITIONS SET OUT HEREIN BELOW:

1. That said property shall be used for residence
purposes only and not for any purpose of business or trade, and that
no more than one single family dwelling house may be erected on each
residence lot and said dwelling not to exceed 2 1/2 stores, in height.

2. No lot shall be sold or allowed to be sold for
the purpose of extending any public or private road or street, or for
the purpose of opening any road or street, except by written consent
of owners, their heirs or assigns.

3. No building shall be erected or allowed to remain
on any residential lot in said subdivision within 40 feet of the back
of the curb or within 10 feet of any side line of any lot sold.

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4. All plans for building must be submitted to owners for approval prior to any construction.

5. No noxioux or affensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

6. No trailer, basement, tent, shack, garage, barn or other building shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No commercial operation of any kind can be operated from basement, tent, shack, garage, barn or other building; temporarily or permanently.

7. Dwelling Quality and Size: Ground Floor area of the main structure of one story, exclusive of porches, basements and garages, shall not be less than 2,000 square feet for all residential lots and not less than 1,200 square feet per story for a dwelling of two stories.

8. No signboard of any descriptions shall be displayed on any residential lot with the exception of "For Sale" or "For Rent" signs, which signs shall not exceed two feet by three feet, except signs erected by owner.

9. That until such time as a municipal sewage system is available, sewage disposal shall only be by septic tanks which shall be constructed and maintained in a manner satisfactory to the Alabama Board of Health, & any other acceptable disposal system approved by said Board of Health & Alabama Water Improvement Commission.

10. No residential structures shall be moved onto any lot.

11. No out-buildings shall be erected on any lot.

12. No livestock, pigs, goats, cows, fowl or chickens will be allowed. No dog kennels or dog houses will be allowed. No more than two animals per residence will be allowed.

13. No fences or walls above the grade of the estate shall be erected, nor growing hedges planted and maintained on said property nearer the street than the back line of any dwelling. Any fences or walls shall be approved in writing by said owners, their heirs, executors, administrators, successors, or assigns.

14. No trailers or mobile homes shall be placed on said property.

15. The owners reserve to themselves, their heirs and assigns the right to grant rights of way to use said streets to any other person, firm or corporation for the purpose of erecting thereon and installing thereover such poles, wires, guys, guy wires, pipelines and other equipment and apparatus as may be necessary or desirable for the purpose of supplying the premises adjacent thereto with electricity, telephone, water, sewer and gas service, including but not restricted to the right to trim trees where necessary or advisable for the safe operation thereof, and to conduct telephone and electric light wires over said lots from the poles located on said streets or ways.

16. If any person shall violate or attempt to violate any of the covenants and restrictions contained herein, it shall be lawful for any person or persons owning any of the lots in said property to prosecute any proceedings at law or in equity, against the person or



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persons violating or attempting to violate any such covenants and restrictions, and either to prevent him or them from so doing or to recover damages for such violation. It being understood that this right extends not only to the present owners of said property but also to any future lot owners therein.

17. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

18. Minor violations of the building line requirements not to exceed ten per cent of the required distance may be waived by owners.

19. All of said restrictions and covenants shall constitute covenants running with the land and all of the deeds hereafter made conveying lots shall be subject to the restrictions herein set out.

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 hands and seals, this 9th day of September, 1977.

William M. Schroeder
William M. Schroeder

Dorothy D. Schroeder
Dorothy D. Schroeder

Clyde Carden
Clyde Carden

Fannie Mae Carden
Fannie Mae Carden

James L. Carden
James L. Carden

Sabra F. Carden
Sabra F. Carden

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William M. Schroeder and wife, Dorothy D. Schroeder, 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 9th day of September, 1977.

James E. Culver
Notary Public

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STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Clyde Carden and wife, Fannie Mae 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 9th day of September, 1977.

Janice E. Culver
Notary Public

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James L. Carden and wife, 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 9th day of September, 1977.

Janice E. Culver
Notary Public

BOOK 307 PAGE 735

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1977 SEP 12 PM 2:20

Thomas G. Lusk
JUDGE OF PROBATE

Deed, 3rd 10.50
REC. 8.00
Ind 1.00
19.50

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