

19771026000115270 1/2 \$.00
Shelby Cnty Judge of Probate, AL
10/26/1977 12:00:00AM FILED/CERT

THIS INSTRUMENT PREPARED BY:

Richard A. Groenendyke, Jr.

Suite 500 Title Building
Birmingham, Alabama 35203

WARRANTY DEED JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR ALABAMA TITLE CO., INC.

State of Alabama

SHELBY

COUNTY

3644
Know All Men By These Presents,

That in consideration of Twenty-Six Thousand and No/100 ----- DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged we,
Francis M. Randall, a single man,

(herein referred to as grantors) do grant, bargain, sell and convey unto Roderick H. Henderson and Myra J.
Henderson

(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:

The West 1/2 of the NE 1/4 of the NE 1/4 of Section 28, Township 21, Range 3 West, in Shelby County, Alabama, containing 20 acres, more or less, and also a 50' right-of-way over and across the NE 1/4 of the NE 1/4 of said Section 28 and along the Easterly side of the SE 1/4 of the SE 1/4 of Section 21, Township 21, Range 3 West, for use as a road or street to be used by the general public, said right-of-way begins at Shelby County Road 80, now known as "Pine Ridge Trail," which enters the 20 acres herein conveyed at the Easterly boundary line of said 20 acres herein conveyed at a point approximately 250' South of the North boundary line of said 20 acres and loops across the said 20 acres and courses out from said 20 acres crossing the Easterly line of said 20 acres at a point approximately 130' North of the South boundary line of said 20 acres herein conveyed and said right-of-way follows the old logging road and is now known as "Pine Ridge Trail."

Said 20 acres, more or less, hereinabove described is hereby conveyed subject to the following restrictions which are covenants running with the land, namely:

No mobile homes shall be stationed or placed on said land; no livestock shall be kept or maintained thereon; this land shall not be subdivided into lots of less than one-half acre each and only one house shall be built on any one lot; no building shall be used on any of said land or lot or lots except for residential purposes and each house shall contain no less than 1400 square feet of heated area and each house shall be built not less than 25 feet from the side of any lot or property lines and each house built must be no less than 35 feet back from the street or road lines.

The foregoing restrictions as to the Grantees herein shall be automatically null and void in the event:

1. The Grantor herein fails to utilize any land owned by him adjacent to the property conveyed herein in any manner contrary to and violative of the said foregoing restrictions, or;

(CONTINUED ON REVERSE SIDE HEREOF)

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:

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, I have hereunto set my hand and seal, this 24th day of October, 1977

WITNESS:

Francis M. Randall
Francis M. Randall

State of ALABAMA

SHELBY

COUNTY

General Acknowledgement

I, the undersigned, hereby certify that Francis M. Randall, a single man whose name is signed to the foregoing conveyance, and who on this day, that, being informed of the contents of the conveyance on the day the same bears date,

, a Notary Public in and for said County, in said State, is known to me, acknowledged before he executed the same voluntarily.

Given under my hand and official seal this 24th day of October

A. D. 1977

GROENENDYKE AND SALTER
ATTORNEYS AT LAW

SUITE 500 BUILDING
2030 3RD AVENUE, NORTH

Notary Public

CONTINUED:

2. The Grantor fails to include the aforesaid restrictions as restrictive covenants that run with the land in any deed of conveyance by him to any successor in title to any land owned by the Grantor which is adjacent to the property conveyed herein.

The Grantor agrees to pay the ad valorem taxes on the said 20 acres due October 1, 1977.



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GREENENDYKE AND SALTER
SUITE 500 TITLE BLDG.
RETURN TO 2030 - 3RD AVE., NORTH
BIRMINGHAM, AL. 35203

TO

WARRANTY DEED

JOINTLY FOR LIFE WITH REMAINDER
TO SURVIVOR

THIS FORM FURNISHED BY

ALABAMA TITLE COMPANY, INC.

615 No. 21st Street Birmingham, Ala.

B-3091

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