This instrument was prepared by James R. Davis, Attorney At Law Suite 10, 2 Office Park Circle Birmingham, Alabama Telephone Number (205) 870-3932

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

STATE OF ALABAMA

SHELBY COUNTY

19790925000123760 1/6 \$.00 Shelby Coty lines Shelby Cnty Judge of Probate, AL 09/25/1979 12:00:00AM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Ten Dollars and other good and valuable consideration to the undersigned grantor or grantors in hand paid by GRANTEES herein, the receipt whereof is acknowledged we, Larry H. Burchfield and wife, J. Arlene Burchfield (herein referred to as GRANTORS) do grant, bargain, sell and convey unto H. Gary Wilkins and wife, Joyce Wilkins (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:

That certain real property which is more particularly described on Exhibit "A" which is attached hereto and made a part hereof and incorporated herein by reference.

GRANTOR and GRANTEE, for themselves, their heirs, successors in interest and assigns, as part of the consideration for this conveyance, and for additional value received by each, hereby respectively reserve and grant an easement or easements as more particularly described and set forth on Exhibit "B" attached hereto and made a part hereof and incorporated herein by reference.

GRANTOR and GRANTEE, for themselves, their heirs, successors in interest and assigns, agree that subject realty herein conveyed shall not be used for the following purposes for a period of thirty (30) years from the date of this conveyance:

- 1. Chicken farm
- 2. Hog farm
- 3. Growing or maintaining of any livestock for any commercial purpose.
- 4. Commercial farming
- 5. Any other use which is incompatible with any single family residential use.

## SUBJECT TO THE FOLLOWING:

- Advalorem taxes due in the year 1979 which are a lien but not due and payable until October 1, 1979.
- 2. Easements, rights of way, covenants and equitable servitudes of record or reasonably apparent from visual inspection, if any.
- 3. Right of way to Shelby County, as recorded in Deed Book 204, Page 152 in the Office of the Judge of Probate, Shelby County, Alabama.

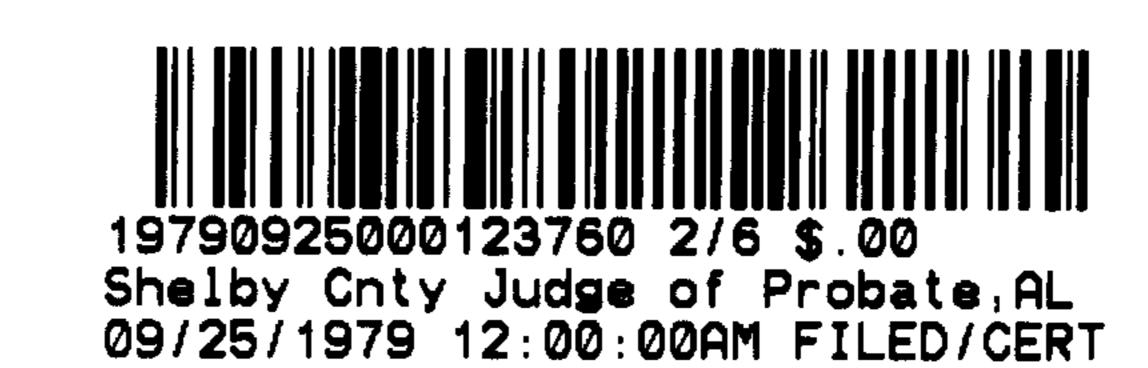
Seven Thousand One Hundred (\$7,100.00) Dollars of the above-recited consideration was paid from the proceeds of a purchase money first mortgage loan closed simultaneously herewith.

RETURN TO:

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JAMES R. DAVIS ATTORNEY AT LAW , SUITE 10 #2 OFFICE PARK EIRMINGHAM, AL 33....2



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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, togther with every contingent remainder and right of reversion.

And we do for ourselves and for our heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will and 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	WITNE	SS WHERI	EOF, v	<b>м</b> е	have	hereunto	set	our	hai	nd(s)	
and	seal(s),	this	2/24	_ day	o f	<u> </u>	ptember		,	19	77	, <b>•</b>

WITNESS:

Deen A.	(Seal)	Larry H. Burchfield, Grantor
Den X C	(Seal)	J. Arlene Burchfield, Grantor
Leve A Color	(Seal)	H. Gary Wilkins, Grantee (Seal)
Carried A. Daniel	(Seal) _	Jøyce Wilkins, Grantee (Seal)

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Larry H. Burchfield and wife, J. Arlene Burchfield, 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 conveyance they executed the same voluntarily on the day the same bears date.

day of John under my hand and official seal this 21st

Nøtary Public My commission expires: 9-6-81

STATE OF ALABAMA

JEFFERSON COUNTY

the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that H. Gary Wilkins and wife, Joyce Wilkins, 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.

day of the my hand and official seal this 2/14

Notary Public My commission expires: 9-1-51

19790925000123760 3/6 \$.00 Shelby Cnty Judge of Probate, AL 09/25/1979 12:00:00AM FILED/CERT

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19790925000123760 4/6 \$.00 Shelby Cnty Judge of Probate, AL 09/25/1979 12:00:00AM FILED/CERT

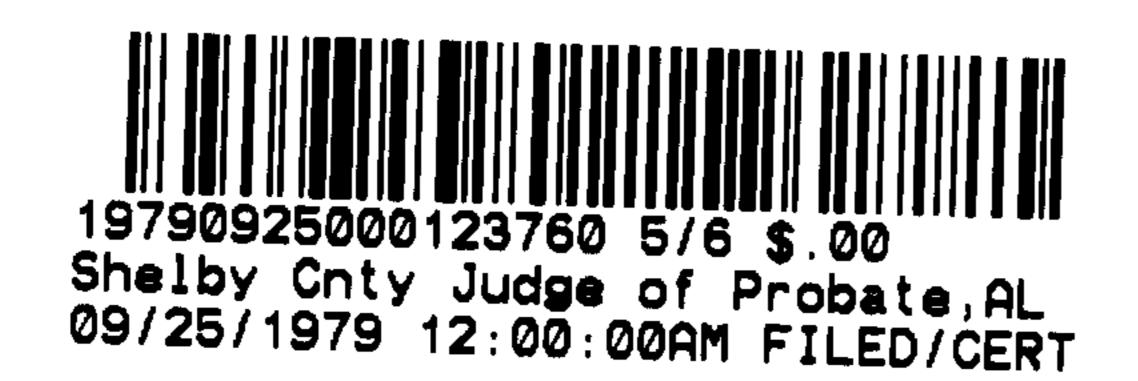
A parcel of land located in the SW 1/4 of the NE 1/4 of Section 5, Township 20 South, Range 1 East, Shelby County, Alabama, described as follows:

EXHIBIT "A"

Commence at the NW corner of said 1/4-1/4 section; thence run South along the West line of said 1/4-1/4 section a distance of 376.00 feet to an iron pin; thence turn left 89 degrees 30 minutes 54 seconds a distance of 761.15 feet to an iron pin and the point of beginning; thence continue last course a distance of 450.00 feet to an iron pin on the Southwesterly R.O.W. of Shelby County Highway #51; thence run Southeasterly along said R.O.W. a distance of 302.56 feet; thence turn right 106 degrees 34 minutes 40 seconds a distance of 536.33 feet to an iron pin; thence turn right 90 degrees a distance of 290.00 feet to the point of beginning.

There is an easement for the purpose of ingress and egress across the Southeast corner of the above described parcel along the existing drive.

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## EXHIBIT "B"

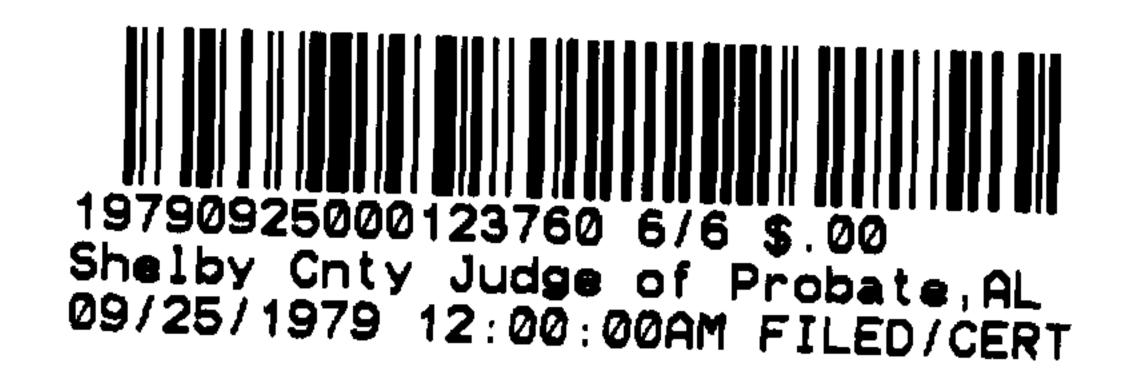
## GRANT AND RESERVATION OF EASEMENT

GRANTORS and GRANTEES hereby mutually and reciprocally grant and reserve a non-exclusive easement appurtenant sixty (60) feet in width, for the purposes of ingress and egress to the real property conveyed in this conveyance to GRANTEE, as well as all of the real property and all portions thereof (comprising some twenty-five (25) acres, more or less) in which GRANTORS retained an interest at the time of this conveyance, and further, that this easement shall include the right to install at a convenient location or locations within said easement any and all types of utilities, including but not limited to installation and maintenance of water lines, storm sewers and drainage improvements, electrical lines above or beneath the surface, natural gas lines, television cable lines above or beneath the surface, telephone lines above or beneath the surface, and any and all other additional utilities which reasonably may be required from time to time.

The scope and location of said easement are as follows:

A sixty (60) foot right-of-way, thirty (30) feet on each side of a center line which is reached, located and described as follows: To reach the beginning point of the centerline of said easement, commence at the NW Corner of the SW 1/4 of the NE 1/4 of Section 5, Township 20 South, Range 1 East, Shelby County, Alabama; thence run South along the West line of said 1/4-1/4 section a distance of 376.00 feet to an iron pin; thence turn left 89 degrees 30 minutes 54 seconds a distance of 761.15 feet to an iron pin; thence turn right 90 degrees a distance of 310.00 feet to a point which is the point of beginning of the centerline of the easement to be described; to describe said centerline, begin at the last mentioned point, and turn thence left 90 degrees and run a distance of 400.00 feet to a point; thence turn left 09 degrees 15 minutes and run 140.00 feet, more or less, to a point on the Southwesterly right-of-way line of Shelby County Highway #51, said point also being the Southeast Corner of that certain tract which is conveyed to GRANTEES by GRANTORS in this deed, it being the understanding and intention of the parties to this easement that said last point is the eastern terminus of said centerline which reaches said Southwesterly right-of-way line of said Shelby County Highway #51, and that the Northern and Southern boundary lines of the easement here described, being thirty (30) feet on either side of said centerline, extend parallel with the last-described course of said centerline so that each such outer boundary of said easement, North and South, intersect with a point on said Southwesterly right-of-way of said Shelby County Highway #51.

Further, the undersigned GRANTORS and GRANTEES to this deed, for themselves, and their heirs, successors in interest, personal representatives and assigns, proximate or remote, do hereby respectively grant and reserve to the GRANTORS in this deed, their heirs, successors in interest, personal representatives and assigns, the right at such time as they shall deem it necessary, to dedicate the herein-described easement to the County of Shelby, or to such other governing body, including a municipality, if any, as shall succeed to the power and authority appropriate, necessary and proper to receive conveyances



and declarations of public easements located as herein-described, and further, to grant to such utilities or entities, public or private, as shall be necessary in order to properly and sufficiently convey to such entities such easements for utilities and related purposes as are described or referred to hereinabove. These grants and reservations and rights reserved, granted, and conveyed herein are based on the considerations already described, and the mutual benefits to be derived from the parties.

This Grant and Reservation of Easement is initialed by the parties as follows:

H R

J.A.B.

H.G.W.

J. W.

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MILES OF FRORMS

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