

WARRANTY DEED

169

STATE OF ALABAMA     )  
SHELBY COUNTY         )



19800104000001660 Pg 1/4 .00  
Shelby Cnty Judge of Probate, AL  
01/04/1980 00:00:00 FILED/CERTIFIED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Twenty-Four Thousand and No/100 Dollars (\$24,000.00) to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, Charles P. Bagby, an unmarried man; Charles W. Daniel and wife, Lyndra Pate Daniel; Richard T. Darden and wife, Barclay Beville Darden; J. Michael Rediker and wife, Pamela Gordon Rediker; G. Allen Weatherford, Jr. and wife, Diane Evans Weatherford; and Henry B. Ray, Jr. and wife Carolyn McDavid Ray (herein referred to as grantors) do grant, bargain, sell and convey unto Wheeler Compton Wright, Jr. and Brenda L. Wright (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 description of the property conveyed hereby is attached hereto and is incorporated herein by reference as "Exhibit A," as much as if set forth in full herein. Mineral and mining rights excepted.

Subject to:

1. Taxes due October 1, 1980, not yet due and payable.
  2. Easements and rights-of-way of record.
  3. Encroachments and variations in area or content which a correct survey of the premises would show.
  4. Covenants set forth on Exhibit "B" attached.
- Grantees Wheeler Compton Wright, Jr. and Brenda L. Wright are brother and sister to each other, respectively.

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.

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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 WITNESS WHEREOF, we have hereunto set our hands and seals, this 10th day of December, 1979.

Charles P. Bagby (Seal)  
Charles P. Bagby

Charles W. Daniel (Seal)  
Charles W. Daniel

Richard T. Darden (Seal)  
Richard T. Darden

J. Michael Rediker (Seal)  
J. Michael Rediker

G. Allen Weatherford, Jr. (Seal)  
G. Allen Weatherford, Jr.

Henry B. Ray, Jr. (Seal)  
Henry B. Ray, Jr.

Lyndra Pate Daniel (Seal)  
Lyndra Pate Daniel

Barclay Beville Darden (Seal)  
Barclay Beville Darden

Pamela Gordon Rediker (Seal)  
Pamela Gordon Rediker

Diane E. Weatherford (Seal)  
Diane E. Weatherford

Carolyn McDavid Ray (Seal)  
Carolyn McDavid Ray

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, Doris W. Hupp, a Notary Public in and for said County, in said State, hereby certify that Charles P. Bagby, an unmarried man; Charles W. Daniel and wife, Lyndra Pate Daniel; Richard T. Darden and wife, Barclay Beville Darden; J. Michael Rediker and wife, Pamela Gordon Rediker; G. Allen Weatherford, Jr. and wife, Diane E. Weatherford; and Henry B. Ray, Jr. and wife Carolyn McDavid Ray 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 date the same bears date.

Given under my hand and official seal this 10th day of December, A.D., 1979.

Doris W. Hupp  
Notary Public



EXHIBIT A

AMERICAN TITLE INSURANCE COMPANY

CASE NO. OC-48539

SCHEDULE A

A parcel of land situated in the Northeast quarter of Section 36, Township 18 South, Range 2 West being more particularly described as follows:  
Beginning at the southeast corner of the northeast quarter of Section 36, Township 18 South, Range 2 West, run thence in a westerly direction along the south line of said quarter section for a distance of 243.41 feet to a point on the east right-of-way line of a paved county road, said point being on a curve which has a central angle of 3 degrees, 22 minutes, 40 seconds, a radius of 1171 feet, and is concave westerly; thence turn an angle to the right and run in a northeasterly direction along the arc of said curve for a distance of 69.03 feet to the end of said curve, the chord of said arc forming an angle to the right of 116 degrees, 11 minutes 54 seconds with a westerly extension of said 243.41 foot line; thence run in a northeasterly direction 327.10 feet along a line which is tangent to said curve, and is the east right-of-way line of said county road, to the beginning of a curve to the right, said curve having a central angle of 12 degrees, 53 minutes, 22 seconds, a centerline radius of 726.37 feet and a radius of 696.37 feet on the east right-of-way line, said 327.10 foot line being tangent to said curve; thence run in a northeasterly direction 119.88 feet along the arc of said curve to the right to a point on the east line of said quarter section, which is 463.76 feet north of the point of beginning, thence run in a southerly direction 463.76 feet along the east line of said quarter section to the point of beginning.

Mineral and mining rights excepted.

Situated in Shelby County, Alabama.

EXHIBIT B

COVENANTS RUNNING WITH THE LAND

The following covenants, agreements and restrictions are, by acceptance of this deed by Grantees (below designated as "Purchaser"), made covenants running with the land and binding upon the land herein conveyed and upon Grantees, their heirs, representatives, successors and assigns:

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Purchaser hereby agrees to pave all driveways and parking areas between building and road. Purchaser agrees that any business conducted on the subject property shall be conducted in such a manner that it will not create any form of pollution sufficient either (i) to constitute a public nuisance or (ii) to constitute a violation of any local, state or federal law or regulation legally applicable to the business conducted on subject property concerning discharge of any form of pollution into the environment.

Purchaser hereby agrees and covenants that any building or structure erected on the subject property shall have a brick veneer front, that no neon sign shall be erected on the subject property, that no sign shall be erected higher than 30 feet above ground, that any sign not an integral part of the building shall not exceed 15 square feet in size.

Purchaser further agrees and covenants that only a lawful business shall be conducted on said property and that no activity other than office, administration, enclosed warehousing and enclosed materials and inventory storage, and heating and air conditioning machine shop or similar activities or businesses shall be conducted on the subject property.

Purchaser agrees not to construct any improvement on the subject property at a distance closer than 30 feet from the Shelby County Highway 17 edge of pavement.

The above conditions of sale are hereby covenanted to apply to subsequent owners and tenants of the subject property, and shall be covenanted by deed.

STATE OF ALA. SHELBY CO.  
JAN 4 1980  
FILED

1980 JAN -4 AM 10:26

Thomas A. Shoultz, Jr.  
JUDGE OF PROBATE

Deed 24.00  
Rec. 10.50  
Ind. 1.00  
35.50

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