

#500.00

THIS DEED made and entered into this 18 day of January, 1983, by and between RODES WALTERS and PATRICIA J. WALTERS, of R.R. #1, Rumsey, Kentucky, Parties of the First Part, and RODES MEREDITH WALTERS of Poway, California, PATRICK PERRY WALTERS of Houston, Texas, CRAIG DOUGLAS WALTERS of Clearwater, Florida, GRANT ALAN WALTERS of Rochester, Kentucky, KRISTA WALTERS FORD of Watertown, Connecticut, C. ERIC WALTERS of Ypsilanti, Michigan, S. EVAN WALTERS of Beverly, Massachusetts, and MARTHA WALTERS WHITNEY of Lompoc, California, Parties of the Second Part.

WITNESSETH: That for and in consideration of the love and affection which the First Parties have for the Second Parties who are their children, the Parties of the First Part have this day bargained and sold and do hereby grant and convey, to the Parties of the Second Part, in equal shares, the following described property located in Shelby County, Alabama, to-wit:

PARCEL NO. I

Lot No. 25, according to the map and survey of Walters Cove First Sector, as the same is recorded in the Probate Office of Shelby County, Alabama.

Rodes Walters along with Karl Walters, Beatrice Walters Moffitt and Gladys F. Walters are all of the legatees as named in the Last Will and Testament of Clarence T. Walters, deceased, which said Last Will and Testament was proven in the Probate Court of Jefferson County, Alabama, in Case No. 66530. An undivided one-fourth (1/4) interest in the above described property descended to Rodes Walters by the aforementioned Will of Clarence T. Walters, deceased, and an undivided three-fourths (3/4) interest in said lot was conveyed to Rodes Walters by Karl Walters and Virginia L. Walters, Beatrice W. Moffitt and husband, Robert H. Moffett, and Gladys F. Walters, a widow, by deed dated February 22, 1971, and recorded in Book No. 267, at page 267 in the Recorder's Office of Shelby County, Alabama.

Said property is sold and conveyed subject to easements, restrictions, conditions and limitations as appear in the Probate Office of Shelby County, Alabama.

Patrick Perry Walters  
1116 R

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PARCEL NO. II

The E 1/2 of the NE 1/4 of Section 22;  
The NW 1/4 of NE 1/4 of Section 22, except two acres  
more or less located Southeast of County Road No. 61;  
All that part of the NW 1/4 of Section 23 located  
Westerly of the right-of-way of Alabama Highway No.  
145, and that part, if any, of the NE 1/4 of the  
NW 1/4 of Section 23 located Westerly of the right-  
of-way of Alabama Highway 145.

All the above described land is situated in Township  
21, Range 1 East.

Rodes Walters along with Karl Walters, Beatrice  
Walters Moffitt and Gladys F. Walters are all  
of the legatees as named in the Last Will and  
Testament of Clarence T. Walters, deceased,  
which said Last Will and Testament was proven  
in the Probate Court of Jefferson County,  
Alabama, in Case No. 66530. An undivided one-fourth  
(1/4) interest in the above described property  
descended to Rodes Walters by the aforementioned  
Will of Clarence T. Walters, deceased, and Rodes  
Walters acquired title to the remaining undivided  
three-fourths (3/4) interest by the following deeds:  
1/4th from Sara W. Moffitt and Robert H. Moffitt,  
deed dated March 2, 1972, and recorded on March 15,  
1972, in the Recorder's Office of Shelby County,  
Alabama; and an undivided one-fourth (1/4) interest by  
deed from Karl Walters and Virginia L. Walters,  
his wife, dated January 4, 1972, and recorded  
in the Recorder's Office in Shelby County, Alabama,  
on February 22, 1972; and an undivided one-fourth  
(1/4) interest by deed from Gladys F. Walters, a  
widow, dated March 21, 1972, and recorded in the  
Recorder's Office in Shelby County, Alabama, on  
March 23, 1972.

TO HAVE AND HOLD the above described property together  
with all of the privileges and appurtenances thereunto belonging  
unto the Second Parties, their respective heirs and assigns  
forever, without warranty either expressed or implied but subject  
to the terms and conditions hereinafter set out. Part of the  
terms and conditions of this conveyance are that should any one  
of the second parties desire to transfer, assign or convey during  
his or her lifetime or upon his or her death any interest in the



above described real estate such conveyance shall be made subject to the following agreements:

(a) The party desiring to sell shall have the absolute right to sell, assign, transfer, give, leave by inheritance or will all or any portion of his or her interest to the children of the party desiring to sell or dispose of his or her interest.

(b) It is the intention of the parties hereto that in the event all of the second parties, or their assigns, desire to sell the entire fee simple interest in the above described property to a third party they may do so upon unanimous consent of the parties. Should any one of the second parties desire to sell his or her interest to any other one of the second parties, or his or her descendants who may then own an interest in the above described land, he or she may do so. Should any one of the second parties desire to sell his or her interest in the above described land the other second parties who are then owners of an interest in the above described property shall have the right proportionately to purchase the interest of the one desiring to sell on the same terms and conditions as the one desiring to sell may have a bona fide offer which he or she is willing to accept. Should all of the remaining second parties not desire to purchase the interest of one desiring to sell, the others may do so.

(c) In the event one of the interest holders in the above described property desires to sell, give away or dispose of his or her interest in the above described property the remaining second parties shall have the right of refusal to purchase or accept the same in the order above stated, however, in the event no one of the remaining second parties desires to exercise his or her right of refusal, the party desiring to sell may do so.

(d) The right of refusal as used herein means that the one who has such right to purchase shall be given written notice of the terms, considerations and conditions which the seller has received an offer for and which offer the seller is willing to accept for all or any portion of his or her interest in the above described land and such privilege to purchase shall include, but not be limited to, the right to receive as a gift an interest in the above described land by one or the other second parties. The privilege to purchase shall be accepted and completed, and all consideration paid, by the one who has such right of refusal within thirty days after written notice thereof has been posted to him or her at his or her last known address. Should the one, or ones, with the right of refusal to purchase not exercise such right the party desiring to sell may do so according to the terms, conditions and consideration of the bona fide offer and to the person or persons who made the same.

WITNESS the signatures of the Parties of the First Part on this 21 day and date first above written.

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I CERTIFY THIS INSTRUMENT WAS FILED

1983 JAN 21 AM 9:37

Deed Tax 50  
Rec. 900  
Ind. 1.00  
10.50

Rodes Walters  
RODES WALTERS

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE

Patricia J. Walters  
PATRICIA J. WALTERS

STATE OF KENTUCKY

COUNTY OF DAVIESS

Before me the undersigned notary public appeared Rodes Walters and Patricia J. Walters, first parties herein, and each duly signed and acknowledged the foregoing Deed to be their free act and deed.

Witness my hand and seal on this 18 day of January, 1983.

Henry Kennedy  
Notary Public,  
My commission expires: 5-8-85

I hereby certify that this instrument was drafted by Wilson, Wilson & Plain

William L. Wilson  
411 Masonic Bldg.  
Owensboro, Kentucky