

This Instrument Was Prepared By:  
DANIEL M. SPITLER  
Attorney at Law  
108 Chandalar Drive  
Pelham, Alabama 35124

MAIL TAX NOTICE TO:  
Mr. and Mrs. Robert L. King

363

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA )

KNOW ALL MEN BY THESE PRESENTS,

SHELBY COUNTY )

That in consideration of SEVENTEEN THOUSAND AND NO/100 DOLLARS (\$17,000.00) to the undersigned GRANTORS (whether one or more), in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, I or we,

/ VICTOR SCOTT

(herein referred to as GRANTORS, whether one or more), grant, bargain, sell and convey unto

ROBERT L. KING and wife, NORMA F. KING

(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:

A parcel of land situated in the NW 1/4 of the SW 1/4 of Section 7, Township 22 South, Range 2 West, described as follows: Commence at the Southwest corner of the NW 1/4 of the SW 1/4 of Section 7, and South 81 deg. 30 min. East along the South boundary of said 1/4 1/4 section for 475.00 feet the point of beginning; thence continue along this line for 474.29 feet; thence North 6 deg. 23 min. West for 631.40 feet to the South boundary of Woodland Drive; thence South 83 deg. 35 min. West along this boundary for 140.00 feet to a point on a curve to the left, having a radius of 60.00 feet thence along this curve for 122.46 feet; thence South 20 deg. 32 min. West for 510.83 feet to the point of beginning; being situated in Shelby County, Alabama.

\$12,750.00 of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.

This property does not constitute the homestead of the Grantor herein. The Grantor owns other real property that does constitute homestead.

SUBJECT TO:

Building setback line of 100 feet reserved from the right of way of road not nearer than 50 feet from side or rear property.

Transmission Line Permit to Alabama Power Company as recorded in Deed Book 126, page 34 in the Probate Office.

Subject to unrecorded restrictions and covenants as follows:

1. This tract of land cannot be sold or divided into less than a 3 acre tract.
2. That said property shall be used as residential property only and not for any purpose of business or trade.
3. That no more than one residence containing not more than a two-family unit shall be constructed on any 3 acre tract.
4. No dwelling house having less than 1700 square feet of living area shall be constructed on this property.
5. No dwelling shall be occupied as such until the exterior thereof is completed.

P.O. Box 172  
Montevallo, AL 35115

6. No structure of temporary character, such as trailers, tents, barns or other out-buildings shall be used as a residence, either temporarily or permanently.

7. The main body of any dwelling erected on said land shall not be located on said land nearer than 100' from the right-of-way of the road nor nearer than 50' from the side or rear property lines.

8. No outside toilets shall be permitted on said land and all sewage systems constructed on said land shall be first approved by the Shelby County Health Department or such other department within the county as is hereafter created having similar functions, and said system shall be constructed under the supervision of said department.

9. No swine or goats shall be kept or maintained on said property.

10. No obnoxious, offensive trade or activities shall be carried on upon any part of said land.

11. It is expressly understood and agreed that the covenants herein set forth shall attach to and run with the land's described herein and shall be binding on all parties or their successors or assigns for a period of 20 years from the date hereof, at which time the said covenants shall be automatically extended for successive period of 10 years, unless by vote of a majority of the then persons owning three-fourths of the real property being sold by the grantor herein in this area and being subject to similar restrictions contained in this deed shall file in writing their consent for the change of said restrictions in whole or in part.

12. It is expressly understood and agreed that the covenants herein set forth may be proceeded upon for an injunction for specific execution thereof against such person or persons violating the same and for damages against such persons violating said covenants or any part thereof, such damages to be deemed cumulative and not alternative. Invalidation of any of these covenants or any part thereof by any court of competent jurisdiction shall in no wise affect any of the other provisions which shall remain in full force and effect.

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 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 stated 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, I (we) have hereunto set my (our) hand(s) and seal(s) this 6th day of August, 1984.

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

Victor Scott

(SEAL)

1984 AUG -7 AM 10:11

See My #33-573

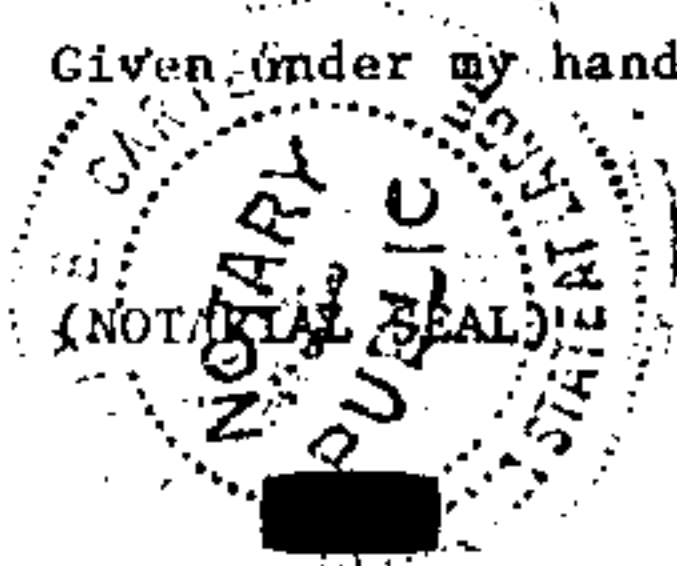
JUDGE OF PROBATE

Deed TAX H.50  
Rec 5.00  
Ind 1.00  
10 50

STATE OF ALABAMA )  
SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Victor Scott, whose name is/names are signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6th day of August, 1984.



Betty B. Carter  
Notary Public

My Commission Expires July 13, 1985  
Commission Expires: