

(Name) WALLACE, ELLIS, HEAD & FOWLER

(Address) COLUMBIANA, ALABAMA 35051

Form 1-1-1 Rev. 1-66

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
Shelby COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Forty-nine thousand two hundred and no/100 ----- DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,

Kathryn Purdy, a single woman, and Margery Purdy, a single woman

(herein referred to as grantors) do grant, bargain, sell and convey unto

William Parks Jacobs and wife, Elizabeth Jacobs

(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 located in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 10, Township 20 South, Range 1 West, more particularly described as follows: Begin at the SE corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section; thence in a Northerly direction along the Easterly line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section, a distance of 979.21 feet; thence 129 deg. 34 min. left, in a southwesterly direction, a distance of 860.13 feet; thence 23 deg. 23 min. right, in a southwesterly direction, a distance of 355.91 feet; thence 37 deg. 33 min. 30 sec. right, in a Northwesterly direction, a distance of 173.15 feet; thence 52 deg. 40 min. left in a Southwesterly direction, a distance of 30.00 feet; thence 103 deg. 00 min. left, in a southeasterly direction, a distance of 551.31 feet to the intersection with the south line of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence 46 deg. 46 min. 15 sec. left, in an easterly direction along said south line, a distance of 806.90 feet to the point of beginning. Situated in Shelby County, Alabama.

Subject to restrictions and covenants attached hereto as Exhibit "A" and made part and parcel hereof as fully as if set out herein which said Exhibit "A" is signed by grantors and grantees herein.

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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, 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, unless otherwise noted 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, we have hereunto set OUR hand(s) and seal(s), this 17 day of AUGUST, 1984.

WITNESS:

Carol A. Brown (Seal)

(Seal)

(Seal)

Kathryn Purdy (Seal)
Margery Purdy (Seal)

(Seal)

STATE OF ALABAMA
Jefferson COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Kathryn Purdy, a single woman whose name signed to the foregoing conveyance, and who known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19th day of July 1984
David Vernon Hall
Notary Public

SEE ADDITIONAL ACKNOWLEDGMENTS ON REVERSE SIDE HEREOF

My Commission Expires May 21, 1985

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Margery Purdy, whose name is 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17 day of July, 1984.

Frank Ellis
Notary Public

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William Parks Jacobs and wife, ~~Elizabeth Jacobs~~, the grantees herein, whose names are signed to Exhibit "A" attached hereto, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the said Exhibit "A", they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17 day of July, 1984.

Frank Ellis
Notary Public

RETURN TO

TO

WARRANTY DEED
JOINTLY FOR LIFE WITH REMAINDER
TO SURVIVOR

THIS FORM FROM
LAWYERS TITLE INSURANCE CORP.

Title Insurance
BIRMINGHAM, ALA.

EXHIBIT "A"

RESTRICTIONS - CHELSEA FOREST - PARCEL 9 (Page 1)

The conveyance of the hereinabove described property is made subject to any exceptions contained above and further subject to the following restrictions and limitations which will apply equally to all plots fronting on Chelsea Forest Road.

1. Only one residence or dwelling shall be constructed on the above described property and said residence or dwelling shall contain at least 2000 square feet of heated floor space, exclusive of porches, and not less than 1000 square feet on the first floor of a one and one-half or two story building.

2. No barn, building or other structure, except reasonable fencing, shall be constructed within one hundred feet of Chelsea Forest Road. Except for a reasonable driveway, no large trees may be cut within one hundred feet of Chelsea Forest Road. No barn, building or other structure, except reasonable fencing, shall be constructed within one hundred feet of the property line, except with the approval of the owners of the adjoining property.

3. Animals and livestock shall be permitted on the above described property in reasonable numbers excluding pigs and hogs and provided, however, that there shall be absolutely no commercial or business raising of any animal, fish, or fowl on said property.

4. All septic tanks or other sewage systems installed must be of an adequate quality and quantity and must be installed in conformity of all existing laws and regulations concerning the same. Said septic tanks and sewage disposal systems shall not be so located or constructed so as to pollute any spring, stream or lake located on or near the property.

5. All buildings, structures and improvements located on the above described property must be consistent with each other in design, color and architectural type. No outbuildings, buildings, or residence shall be erected or begun on said property without plans in three dimensions, specifications, architectural designs, grades and location therefor having first been submitted to and approved in writing by Grantors, their heirs, successors or assigns. No house trailers or mobile homes will be allowed.

6. Invalidation of any one or more of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

7. There shall be no hunting of game on the above described property at any time and no discharging of any type of gun except in case of an emergency.

8. Grantees, their heirs, successors and assigns shall have the use of Chelsea Forest Road and unless and until it is deeded to Shelby County and accepted by Shelby County, shall bear their equal share of any cost of maintaining or repairing said Chelsea Forest Road. Motor-cycles and motor bikes are restricted from Chelsea Forest Road except as a means of transportation to and from home.

9. The above described property may not be subdivided or reduced in size by voluntary alienation, judicial sale, or other proceedings. No portion of the above described property shall be sold or used for the purpose of extending any public or private road, street, or alley or for the purpose of opening any road, street or alley.

10. In addition thereto, the Grantees, their heirs, successors and assigns agree and covenant that they will pay their equal share of costs of mowing and maintaining the right-of-way of the road from Shelby County Road Number 47 to the cul-de-sac at the end of Chelsea Forest Road; and further provided that the grantees, their heirs, successors and assigns will pay their share as hereinafter described of the costs of maintaining the fire lane which protects the forest surrounding

EXHIBIT "A"

RESTRICTIONS - CHELSEA FOREST - PARCEL 9 (Page 2)

Parcel Nos. 1, 2, 3, 4, 5 and 9 as described by surveyors Reynolds & Varner, Inc., which fire lane begins at the cul-de-sac and runs along and in the vicinity of the South and East Section lines of Section 10 to the entrance of the pillars on Chelsea Forest Road.

11. In addition, the grantees, their heirs, successors and assigns agree and covenant that they will permit open access to their property for the purpose of maintaining the above described fire lane.

12. With reference to maintaining the road right-of-way and mowing thereof, "their share" as above described and designated shall be the total costs divided equally among the households who live on Parcels fronting on Chelsea Forest Road. The "equal share" of costs of repairing and maintaining Chelsea Forest Road and the costs of maintaining the right-of-way from Shelby County Road Number 47 to the cul-de-sac at the end of Chelsea Forest Road shall be calculated by dividing equally the costs of such expense by the number of households occupying parcels which are using said road.

13. For the fire lane, "their equal share" as above designated shall be the total costs divided equally among the households who live on Parcel Nos. 1, 2, 3, 4, 5 and 9.

14. These restrictions shall be binding on Grantees, their respective heirs, successors, executors, and assigns and shall be perpetual and shall run with the land.

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State of Ala. Shelby Co.
I CERTIFY THIS
INSTRUMENT WAS FILED
Deed tax 4960
Rec. 1000
JUL 100 1984 AUG 17 PM 12:50
6040
Thomas P. Henderson, Jr.
JUDGE OF PROBATE

Kathryn Purdy
Grantor

Bangany Purdy
Grantor

William Park Jacob
Grantee

Grantee