

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

MAIL TAX NOTICE TO:
J. J. Nolen Builder, Inc.

Rt 4, Box 876
Alabaster AL 35007

CORPORATION FORM WARRANTY DEED

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS,

SHELBY COUNTY)

That in consideration of THIRTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$37,000.00) to the undersigned GRANTOR, SHELBY HOMES, INC., a corporation (herein referred to as GRANTOR), in hand paid by the GRANTEE herein, the receipt whereof is acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto J. J. NOLEN BUILDER, INC. (herein referred to as GRANTEE, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 604, according to survey of Riverchase Country Club, 14th Addition, as recorded in Map Book 8 page 154 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

SUBJECT TO:

1. Building setback line of 50 feet reserved from Forest Knoll Drive as shown by plat.
2. Public Utility Easements as shown by recorded plat, including 10 foot easement on the rear.
3. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights conveyed in Deed Book 111 page 625 and Deed Book 127 page 140 in Probate Office of Shelby County, Alabama.
4. Agreement with Alabama Power Company as to underground cables recorded in Misc. Book 55 page 172 and covenants pertaining thereto recorded in Misc. Book 55 page 171 in Probate Office of Shelby County, Alabama.
5. Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Residential), recorded in Miscellaneous Book 14, beginning at page 536, in the Office of the Judge of Probate of Shelby County, Alabama, as amended in Miscellaneous Book 17, beginning at page 550, in the Office of the Judge of Probate of Shelby County, Alabama, except as follows:
 - a) The first sentence of Section 12.20 entitled "Construction Period" shall be deleted and the following sentence shall be inserted in lieu thereof:

"With respect to each Residential Parcel, construction of the residential building is to be completed within one (1) year from date of beginning construction."
 - b) Section 12.21 shall be deleted in its entirety and shall not be applicable to subject property.
6. Said property conveyed by this instrument is hereby restricted to use for single-family residential dwellings (with a density not to exceed one single-family unit per lot) unless a change in use is authorized pursuant to Riverchase Residential Covenants, as described in paragraph 5 above, said restriction to be effective for the same period of time as the Riverchase Residential Covenants.

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✓ Cahaba Title

7. Said property conveyed by this instrument shall be limited to the development of a single-family residential home with a minimum of 2,200 square feet of the finished floor space on a one-story home or a minimum of 2,500 square feet of finished floor space on a multi-level (two-story, split-level, split foyer, one-and-one-half story) home, unless otherwise authorized pursuant to Riverchase Residential Covenants, as described in paragraph 5 above.

TO HAVE AND TO HOLD to the said GRANTEE, his, her or their heirs and assigns forever.

And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEE, his, her or their heirs and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that it has a good right to sell and convey the same as aforesaid; that it will, and its successors and assigns shall, warrant and defend the same to the said GRANTEE, his, her or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR by its President, who is authorized to execute this conveyance, hereto set its signature and seal, this 5th day of December, 1984.

SHELBY HOMES, INC.

BY: *F. Reid Long*
F. Reid Long, President

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STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that F. Reid Long, whose name as President of Shelby Homes, Inc., a corporation, 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, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand and official seal this 5th day of December, 1984.

(NOTARIAL SEAL)

Harold N. Woodward
Notary Public

My Commission Expires: 9/85

RECORDING FEES

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

1984 DEC 13 AM 9:09

Thomas A. Woodward, Jr.
JUDGE OF PROBATE

Mortgage Tax	\$	
Deed Tax		<u>3700</u>
Mineral Tax		
Recording Fee		<u>500</u>
Index Fee		<u>100</u>
TOTAL	\$	<u>4200</u>