

This instrument was prepared by

**HARRISON, CONWILL, HARRISON & JUSTICE**  
P. O. Box 557  
Columbiana, Alabama 35051

**WARRANTY DEED**

STATE OF ALABAMA  
SHELBY COUNTY }

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One and no/100 Dollars and love and affection

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we,

Ruth L. Gordon, a widow  
(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto

M. Brian Gordon  
(herein referred to as grantee, whether one or more), the following described real estate, situated in  
Shelby County, Alabama, to-wit:

Parcel I:  
Lot No. 13 according to Waxa Subdivision, the same being a part of Sec. 35,  
Township 24 N., Range 15 East, a plat of said subdivision being recorded in  
Map Book 5, page 5 in the Probate Office of Shelby County, Alabama.

There is excepted from this conveyance and reserved as provided in deed re-  
corded in Deed Book 268, page 224, in the Probate Court of Shelby County,  
Alabama, all that part of the above described lot of land lying below that  
certain datum plane of 397 feet above mean sea level as established by the  
United States Coast and Geodetic Survey as adjusted in January, 1955.  
Grantee shall have the right of use and cut or clear the trees lying below  
said elevation of 397 feet above mean sea level until same is purchased or  
otherwise acquired by Alabama Power Company in connection with the raising  
of original Lay Lake of such Company.

The elevation above sea level used when the original Lay Lake was constructed  
is converted to the United States Coast and Geodetic Survey elevation above  
mean sea level by subtracting 37.87 feet from such elevation that was used  
when said Lay Lake was originally constructed and is substantially the same  
as the 397 feet above mean sea level hereinabove referred to.

Said lot is conveyed subject to the protective covenants recorded in Deed  
Book 235 Page 550 & 551 in the Probate Office of Shelby County, Alabama.

Mineral Rights Excepted.

**LEGAL DESCRIPTION CONTINUED ON REVERSE SIDE**

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

And I (we) do, for myself (ourselves) and for my (our) heirs, executors and administrators, covenant with said grantee, his, her or 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 grantee, his, her or 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 23rd  
day of May, 1988.

(SEAL)

Ruth L. Gordon

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF ALABAMA  
SHELBY COUNTY }

General Acknowledgment

a Notary Public in and for said County,

I, the undersigned authority  
in said State, hereby certify that Ruth L. Gordon, a widow

Whose name(s) 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.

**PUBLIC**

Given under my hand and official seal this 23rd day of May, A.D. 1988.

William R. Justice

PARCELL II:

A part of the S $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 35, Township 24 North, Range 15 East, said parcel being more particularly described as follows: to find the point of beginning start at the Southwest corner of the NW $\frac{1}{4}$ ; thence run in a North 0 deg. East along the West boundary of said Section 35, for a distance of 349.40 feet to a point; thence run North 21 deg. 58 min. East 752.98 feet to the point of beginning; thence turn South 56 deg. 47 min. East 434.71 feet; thence run North 41 deg. 38 min. 03 sec. East along the chord of a curve to the right, having a radius of 185.06 feet, 123.44 feet; thence run North 61 deg. 07 min. East 76.56 feet to the point of beginning of a curve to the right having a radius of 285.90 feet; thence run South 76 deg. 56 min. East 382.24 feet along the chord; thence run South 34 deg. 59 min. East 81.17 feet; thence run North 2 deg. 15 min. East 196.29 feet; thence run North 66 deg. 36 min. West 179.61 feet to the point of beginning of a curve to the left having a radius of 113.44 feet; thence run North 85 deg. 49 min. West 74.68 feet; thence run South 74 deg. 58 min. West 156.78 feet to the point of beginning of a curve to the right having a radius of 134.52 feet; thence run North 79 deg. 28 min. West 116.11 feet; thence run North 53 deg. 54 min. West 101.10 feet to the point of beginning of a curve to the left having a radius of 86.29 feet; thence run North 77 deg. 10 min. West 68.17 feet; thence run South 79 deg. 34 min. West 117.08 feet to the point of beginning of a curve to the right having a radius of 142.75 feet; thence run North 76 deg. 31 min. West 115.74 feet; thence run North 52 deg. 36 min. West 38.84 feet; thence run South 17 deg. 40 min. West 67.67 feet to the point of beginning of a curve to the left having a radius of 190.97 feet; thence run South 12 deg. 52 min. West 31.96 feet to the point of beginning, containing 2.97 acres, more or less.

SUBJECT TO THE FOLLOWING RESTRICTIONS:

1. Said acreage shall be used for residential purposes only and not for any purpose of business or trade.
2. No structures of a temporary nature such as trailers, tents, shacks, etc. shall be allowed on said acreage.
3. No dwelling shall be occupied as such until the exterior thereof is completed. If the building is concrete block, then the exterior shall be painted or have a stucco finish.
4. No outside toilets shall be permitted on said acreage.
5. No animals or fowl shall be kept or maintained on said property, except as household pets.
6. No dwelling shall be erected on any parcel of less than 600 square feet, exclusive or porches.
7. An easement is reserved to allow utilities to place poles, anchors, pipes within 5 feet from each property line and a 10 foot easement is reserved for said purposes across the front of each parcel facing Wixa Road, the front referred to herein being that portion of said acreage adjoining the right-of-way of said Wixa Road.
8. No person or persons shall be permitted to dump garbidge, trash or sewage on said acreage.
9. It is expressly understood and agreed that the covenants herein set forth shall attach to and run with the lands described herein.
10. Validation of any of these covenants or any part thereof, by any Court of competent jurisdiction, shall in no wise affect any of the provisions which shall remain in full force and effect.

I CERTIFY THIS  
INSTRUMENT WAS FILED

88 SEP 19 PM 3:15

*James A. Shumard, Jr.*  
JUDGE OF PROBATE

1. Deed Tax \$ 35.00  
2. Mtg. Tax 5.00  
3. Recording Fee 5.00  
4. Indexing Fee 1.00  
TOTAL 41.00

WARRANTY DEED

2000 125 PM 2000

HARRISON, CONWILL, HARRISON

& JUSTICE  
P. O. Box 557  
Columbiana, Alabama 35051

MSL 10-13