This instrument was prepared by	200 m	Send Tax Notice To	Richard L.	DeShaz
(Name) James E. Roberts, Att 2230 Third Avenue,	North		634 Woodl	and Ale, S
(Address) Birmingham, AL 35	403-39// 3. 3.	 چرمص	Address A1	35211
WARRANTY DEED-	and the second	390	D run, The	<u>_,,,,,,,,,,</u>
STATE OF ALABAMA SHELBY COUNTY		y these presents:		
That in consideration of Seventy-sinsist of a \$38,500.00 cash a 7.675.00.	x thousand, one H	undred seventy-fi of a Purchase Mon	ve and no/100 I ey Mortgage in	ollars which the amount o
to the undersigned grantor (whether or				
or we. I-65 Investment Prop				·•·
(herein referred to as grantor, whether	r one or more), grant, b	argain, sell and convey u	nto Richard L.	DeShazo,
an undivided one-half inter of Trust dated August 29, 1 (herein referred to as grantee, whethe SHELBY	rest and Richard I 1989, an undivided	. DeShazo, as Trus	t. te, situated in	aration
See Exhibit A a	nd B for legal de	scription and rest	rictions	
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64. *				•
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And I (we) do for myself (ourselves their heirs and assigns, that I am (we unless otherwise noted above; that I (wheirs, executors and administrators shappings the lawful claims of all persons. IN WITNESS WHEREOF, We	are) lawfully selzed in ference) lawfully selzed in ference) have a good right to a all warrant and defend have hereunto set. Ou	e, executors, and administrate almple of sald premises; ell and convey the same as the same to the said GRA	that they are free fro aforesaid; that I (we NTEES, their heirs a) will and my (ou and assigns forev
day of SEMEON BER			- af	
James L. Clayton	(Seal)	Washe Booth	all f	(Se
Hugh Lee Edge Throngs). Olaton	(Seal)	Larry Clayto		(Se
Thomas N. Clayton / STATE OF ALABAMA		General Acknowleds	ment James E. Ro	berts (S
JEFFERSON COUNTY)	•	Notes and But	die in and for said Ca	ounty, in said Sta
I. the undersigned Investment hereby certify that Hugh Lee Edge, whose name are necessary, that, being informed of the	t Properties, a G	eneral Partnership	arry Clayton Rekn	f all the pa onle Booth, he same volunter
on this day, that, being informed of th	ne contents of the conve	yance ()	er teledresselvenses missamman -	

Given under my hand and official seal this.

State of September 10/19/91

Croon

Croon FORMING LT001

on the day the same bears date.

PARCEL I:

A part of the NE 1/4 of SE 1/4 and the NW 1/4 of SE 1/4, Section 18, Township 21 South, Range 2 West Shelby County, Alabama, more particularly described as follows:

Commence at the southeast corner of the southwest quarter of the southeast quarter of Section 18, Township 21 South, Range 2 West Shelby County, Alabama and run thence northerly along the east line of the SW 1/4 of SE 1/4 and the NW 1/4 of SE 1/4 of said Section 18 a distance of 1,458.55' to a point. Thence turn 92 degrees, 25' 00" left and run southwesterly a distance of 587.18' to the point of beginning of the property, Parcel No. 1 being described. Thence continue along last described course 60.01' to a point. Thence turn 91 degrees, 11' 34" right and run northerly 818.28' to a point, thence turn 94 degrees, 03' 57" right and run easterly 65.40' to a point, thence turn 0 degrees, 02' 05" left and continue easterly 474.75' to a point. Thence turn 85 degrees, 58' 08" right and run southerly 110.0' to a point; thence turn 85 degrees, 58° 08" left and run easterly 110.0' to a point; thence turn 85 degrees, 58' 00" right and run southerly 280.00' to a point, thence turn 94 degrees, 01' 52" right and run westerly 110.0' to a point, thence turn 94 degrees, 01' 52" left and run southerly 143.93' to a point; thence turn 94 degrees, 01' 51" right and run westerly 420.0' to a point. Thence turn 81 degrees, 44' 14" left and run southwesterly 281.10' to the point of beginning.

PARCEL II:

A part of the NE 1/4 of SE 1/4 and the NW 1/4 of SE 1/4 Section 18, Township 21 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the southeast corner of the southwest quarter of the southeast quarter of Section 18, Township 21 South, Range 2 West Shelby County, Alabama, and run thence northerly along the east line of the SW 1/4 of SE 1/4 and the NW 1/4 of SE 1/4 of said Section 18 a distance of 1,458.55' to a point. Thence turn 92 degrees, 22' 51" right and run easterly 521.36' to a point. Thence turn 116 degrees, 27' 55" left and run northwesterly along the right of way of the L & N Railroad 247.62' to the point of beginning of the property Parcel No. 2 being described. Thence continue along last described course a distance of 876.34' to a point; thence turn 63 degrees, 06' 30" left and run westerly 209.60' to a point. Thence turn 90 degrees, 00' 00" left and run southerly 249.0' to a point, thence turn 90 degrees, 00' 00" left and run easterly 34.75' to a point. thence turn 85 degrees, 58' 08" right and rum southerly 110.0' to a point, thence turn 85 degrees, 58' 08" left and run 110.0' to a point. Thence turn 85 degrees, 58' 08" right and run southerly 280.0' to a point. Thence turn 94 degrees, 01' 52" right and run westerly 110.0' to a point. Thence turn 94 degrees, 01' 52" left and run southerly 143.93' to a point. Thence turn 85 degrees, 58' 09" left and run easterly 633.69' to the point of beginning.

Subject to:

FORM 364L

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- Right of way to Shelby County as recorded in Volume 244, page 129 and Volume 239, page 237 in the Probate Office of Shelby County, Alabama.
- 2. Grantor acquired this property from the Mead Land Services.

 Inc. Incident to such conveyance, I=65 Investment Properties, Inc. agreed to release and hold Mead Land Scrvices, Inc. hormless for any incident, injury or accident relating to any past mining operations. Grantee likewise releases Grantors on the same terms as recorded in Shelby County Real Volume 352, Page 805.
- It is the intention of the Grantors herein to convey to Grantees herein any mineral and mining rights incident thereto owned by Grantors.
- 4. Subject to the certain restrictive covenants, a copy of which

These covenants are promulgated by the owners of I-65 Investment Properties for the purpose of maintaining an attractive industrial subdivision. To the extent possible, I-65 Investment Properties will attempt to uniformly administer these restrictions and will give full credence to any owners' request to modify or enlarge the covenants but in all cases the final authority as to whether or not such changes shall be made will be handles initially by the I-65 Investment partnership. Upon the project's completion I-65 architectural an Properties will appoint Investment committee consisting of no less than five (5) of the existing owners of lots in the Airpark Industrial Complex who are actually in business in the subdivision. After all lots are sold, these individuals may from time to time make such changes as they deem necessary and appropriate for the best interest of the property owners.

- 1. All ground shall be maintained and landscaped in an attractive manner.
- 2. There shall be no mobile homes allowed in the subdivision unless such permission has been obtained from the architectural committee and in no case to exceed more than six (6) month period for the purpose of construction of building ect..
- 3. There shall be no outside storage of materials or equipment unless such storage is done in a fashion where it cannot be seen. This is not intended to include normal work vehicles, trucks, and other items associated with a business.
- 4. No junk vehicles shall be stored on or about the grounds. Likewise, no junk or debris will be allowed to accumulate in an unsightly manner.
- 5. All buildings shall be maintained in a neat and attractive manner, for example, concrete or masonry block buildings shall be painted and kept in good condition.
- 6. No used building materials shall be utilized in connection with the construction of any buildings unless such materials are approved in advance by I-65 Investment Properties or its successor, the architectural committee.
- 7. The setback line for construction of buildings shall be fifty (50) feet from the road with the fenced area not to extend into the setback area.
- 8. I-65 Properties or its successor, the architectural committee, reserves the right of architectural review on all buildings. Such review shall be minimal and only for the ed purpose of protecting per subdivision lot owners.

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- 9. No well, of any kind shall be drilled on the site.
- 10. Property owners shall be responsible for any damage to roadway, caused by movement of heavy equipment.

These covenants shall run with the land and each owner agrees and acknowledges that he has been furnished a copy of such restrictions and that he will abide by same. Likewise, the owner shall advise any assigns of such covenants and upon sale require such assignee to be bound by such covenants and upon sale require such assignee to agree to be bound by such covenants. In the event an owner fails to abide by the covenants, he shall be liable for such actions as may be brought by the remaining property owners and/or I-65 Investment Properties as a result of his breach of these covenants. In such event, owner agrees to pay all expenses pertaining to the enforcement of such covenants including a reasonable attorney's fee.

STATE OF ALA. SHELBY CO.

I CERTIFY THIS
INSTRUMENT WAS FILE.

89 SEP -8 PH 1: 58

JUDGE OF PROBATE

1. Deed Tax	
2. Mtg. Tax \$ 3. Recording Fee \$ 4. Indexing Fee	10.00
 4. Indexing Fee \$ 5. No Tax Fee \$ 6. Certified Stamp Fee \$ 	S
Total 9	\$3.80