

This instrument was prepared by

GRANTEE'S ADDRESS:  
Route 2, Box 974  
Shelby, Alabama 35143

**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 Twenty-Two Thousand One Hundred and no/100-----Dollars  
(\$22,100.00)

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we,  
Jack W. Whiddon, a married man  
Harold D. Florence, married man  
(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto

Joe Adaway

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

Commence at the SE corner of the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 1, Township 24 North, Range 15 East, Shelby County, Alabama; thence westerly along the South line of said  $\frac{1}{4}$ - $\frac{1}{4}$  for 1512.86 feet to the point of beginning of the tract herein described; thence continue westerly along the same line for 150.0 feet; thence turn right 90 deg. 2 min. northerly for 296.21 feet; thence turn right 90 deg. easterly for 150.00 feet; thence turn right 90 deg. southerly for 296.13 feet to the point of beginning.

ALSO, Egress (road bed) easement description: Commence at the SE corner of the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 1, Township 24 North, Range 15 East; thence westerly along the south line of said  $\frac{1}{4}$ - $\frac{1}{4}$  for 1812.86 feet; thence turn right 90 deg. 2 min. northerly for 206.30 feet to the point of beginning of the egress easement herein described, said easement being a 60 feet wide strip along the existing road bed and lying 35 feet north and 25 feet south of the following line, from the point of beginning turn right 90 deg. for 450 feet; thence turn right 10 deg. for 162.47 feet; being situated in Shelby County, Alabama.

\$ 22,100.00 of the purchase price recited above was paid by mortgage executed simultaneously herewith.

THE PROPERTY DESCRIBED ABOVE DOES NOT CONSTITUTE ANY PART OF THE GRANTORS' HOMESTEADS.

SEE REVERSE SIDE FOR RESTRICTIONS.

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 13<sup>th</sup>  
day of October, 19 89.

(SEAL) Jack W. Whiddon (SEAL)  
(SEAL) Harold D. Florence (SEAL)  
(SEAL) Harold D. Florence (SEAL)

STATE OF Alabama  
Shelby COUNTY

General Acknowledgment

I, Joe Adaway, the undersigned, a Notary Public in and for said County,  
in said State hereby certify that Jack W. Whiddon, married man and Harold D. Florence, a  
married man  
Whose names are subscribed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13<sup>th</sup> day of October, A.D. 19 89

SUBJECT TO RESTRICTIONS AS FOLLOWS:

The above described property is for residential purposes only, and dwellings shall have a minimum of 900 square feet in the main body of the house. No structures of a temporary nature, such as trailers, tents, shacks, basements, garages, or other outbuildings shall be used as a residence either temporarily or permanently. This covenant shall attach to and run with the land.

1. Deed Tax -----	NO TAX COLLECTED
2. Mtg. Tax -----	\$
3. Recording Fee -----	\$ 5.00
4. Notary Fee -----	\$ 3.00
5. Notary Fee -----	\$ 1.00
6. Certified Stamp Fee --	\$ 1.00
Total -----	\$ 10.00

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

89 NOV -1 PM 2:51

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

BOOK 264 PAGE 246

Recording Fee \$  
Deed Tax \$

This Deed furnished by

HARRISON, CONWILL, HARRISON

& JUSTICE

P. O. Box 557

Columbiana, Alabama 35051

WARRANTY DEED