

WARRANTY DEED

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That in consideration of the payment of SEVEN THOUSAND THREE HUNDRED FIFTY AND NO/100 (\$7,350.00) DOLLARS to the undersigned Grantors, Clifford W. Lynch and wife, Barbara C. Lynch, in hand paid by the Grantees, Johnny L. Lowe, Jr. and wife, Jean F. Lowe, the receipt of which is hereby acknowledged by the Grantors, we, Clifford W. Lynch and wife, Barbara C. Lynch (hereinafter referred to as "Grantors") do grant, bargain, sell and convey unto Johnny L. Lowe and wife, Jean F. Lowe (hereinafter referred to as "Grantees") as joint tenants, with right of survivorship, the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 5, according to the Survey of Carleton Estates as recorded in Map Book 13, page 48, in the Probate Office of Shelby County, Alabama; said lot or parcel being situated in Shelby County, Alabama.

Said conveyance subject to the following:

- (1) Building setback line of 70 feet reserved from Landings Lane as shown by plat.
- (2) Public utility easements as shown by recorded plat, including a 10 foot easement on the Westerly side and a 7.5 foot on the Southerly, Northerly and Northeasterly sides of said lot.
- (3) Restrictions, covenants and conditions as set out in instrument recorded in Real 229, page 584 and Map Book 13, page 48 in the Probate Office of Shelby County, Alabama and restrictions, covenants, conditions, as recorded in Real 270, page 33 in the Probate Office of Shelby County, Alabama.
- (4) Transmission line permit to Alabama Power Company as shown by instrument recorded in Deed Book 138, page 88, and Deed Book 133, page 253 in the Probate Office of Shelby County, Alabama.
- (5) Mining and mineral rights if not owned by grantor.

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- (6) Subdivision is to provide for construction of single family residences only as shown in recorded Map Book 13, page 48 in the Probate Office of Shelby County, Alabama.
 - (7) The road "Landings Lane" is subject to usage for all public easements, utilities, sanitary sewers and storm sewers as well as ingress and egress for all owners, guests, invites, services and business related activities. Also subject to transfer to the City of Wilsonville with the request and agreement of any single property owner of "Carleton Estates" as shown by Map Book 13 page 48.
 - (8) All easements, restrictions, setback lines, rights of way and limitations of record.

Said real estate is not the homestead of the Grantors nor the homestead of the spouses of said Grantors.

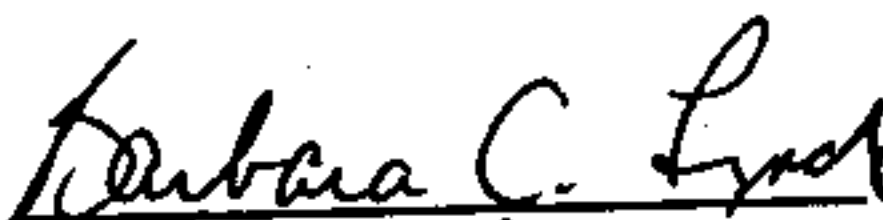
The Grantees, by acceptance hereof, hereby expressly assume and agree to be bound by and to comply with all of the covenants, terms, provisions, and conditions set forth in or referred to by reference in the instrument recorded in Map Book 13, page 48 in the Probate Office of Shelby County, Alabama, and in the Declaration of Covenants, Conditions, Restrictions, and Rights of Carleton Estates as recorded in Real Book 229, page 584 in the Probate Office of Shelby County, Alabama, and in the First Amendment to the Declaration of Covenants, Conditions, Restrictions and Rights of Carleton Estates as recorded in Real Book 270, page 33 in the Probate Office of Shelby County, Alabama and amendments thereto.

TO HAVE AND TO HOLD unto the said Grantees as joint tenants, with right of survivorship, their heirs, successors, and assigns forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the Grantees herein) in the event one Grantee herein survives the other, the entire interest in fee simple shall pass to the surviving Grantee, and if one does not survive the other, then the heirs and assigns of the Grantees herein shall take as tenants in common.

And we do for ourselves and for our heirs, executors, assigns, and administrators covenant with the said Grantees, their heirs, assigns, and successors, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will and 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 hereunto set our hand and seals, this 10 day of December, 1990.

 (SEAL)
Clifford W. Lynch

 (SEAL)
Barbara C. Lynch

1. Deed Tax	7.50
2. Mtg. Tax	7.50
3. Recording Fee	23.00
4. Indexing Fee	
5. No Tax Fee	1.00
6. Certified Fee	
Total	19.00

STATE OF ALABAMA)

SHELBY COUNTY)

I, Benjamin F. Beckham III, a Notary Public in and for said County, in said State, hereby certify that Clifford W. Lynch and Barbara C. Lynch, whose names are signed 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 10 day of December, 1990.


Notary Public

THIS INSTRUMENT PREPARED BY:

Ben F. Beckham, III
Attorney At Law
SPRINGFIELD & BECKHAM
Suite 360 East, Mt. Brook Center
2700 Highway 280 South
Birmingham, Alabama 35223
(205) 879-0500

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

90 DEC 19 AM 10:21

JUDGE OF PROBATE