

**SHELBY COUNTY ABSTRACT & TITLE CO., INC.**

P. O. Box 752 - Columbiana, Alabama 35051  
(205) 669-6204 (205) 669-6291 Fax(205) 669-3130

(Name) Joseph Realty, Inc.

(Address) 1011 Chelsea Rd  
Columbiana, AL 35051

This instrument was prepared by

(Name) Mike T. Atchison, Attorney  
P.O. Box 822

(Address) Columbiana, Alabama 35051

Form 1-1-87 Rev. 1-86

**WARRANTY DEED—Lawyers Title Insurance Corporation, Birmingham, Alabama**

STATE OF ALABAMA  
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of FIVE HUNDRED AND NO/100 ----- (\$500.00)

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

Lennis Caudill, a Single man  
(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto  
Joseph Realty, Inc.

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

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION, WHICH IS INCORPORATED HEREIN BY REFERENCE.

Subject to taxes for 1995 and subsequent years, easements, restrictions, rights of way, and permits of record.

SEE ATTACHED RESTRICTIONS ON EXHIBIT "B".

THIS PROPERTY CONSTITUTES NO PART OF THE HOMESTEAD OF THE GRANTOR.

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SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 14.00

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 the said GRANTEES, 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 noted 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 GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hands(s) and seal(s), this 21st  
August 95  
day of \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_(Seal)

Lennis Caudill (Seal)  
Lennis Caudill

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

STATE OF ALABAMA  
SHELBY COUNTY

General Acknowledgment

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Lennis Caudill whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21st day of August 95 A. D., 19\_\_\_\_

[Signature]  
Notary Public.

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EXHIBIT "A"  
LEGAL DESCRIPTION

A portion of land situated in the NE 1/4 of the NW 1/4 and in the NW 1/4 of the NE 1/4 of Section 24, and a part of the SW 1/4 of the SE 1/4 of Section 13, all being in Township 20 South, Range 2 East, and being more particularly described as follows:

Begin at the Southeast corner of the SW 1/4 of the SE 1/4 of Section 13, Township 20 South, Range 2 East, Shelby County, Alabama; thence run North along the East line of said 1/4-1/4 Section a distance of 244.19 feet to the Southerly right of way line of Old Chancellor's Ferry Road; thence turn left 95 degrees 05 minutes 50 seconds and run Westerly along said Southerly right of way a distance of 159.72 feet; thence turn right 14 degrees 52 minutes 35 seconds and run Northwesterly along said Southerly right of way line a distance of 245.0 feet; thence turn left 126 degrees 00 minutes 39 seconds and run Southeasterly a distance of 604.70 feet to the bank of the Coosa River; thence turn left 102 degrees 43 minutes 27 seconds and run Northeasterly along said river bank a distance of 200.0 feet to the intersection with the East line of the NW 1/4 of the NE 1/4 of Section 24, Township 20 South, Range 2 East; thence turn left 58 degrees 23 minutes and run North along said East 1/4-1/4 Section line a distance of 153.35 feet to the point of beginning.

According to survey of Samuel J. Martin, RLS #12501, dated July 27, 1995.

Situated in Shelby County, Alabama.

Together with a non-exclusive 30-foot wide easement for ingress, egress, and utilities over the following described property, said easement lying 30-feet South of the Northern most line of the following described property lying South of Old Chancellors Ferry Road.

A portion of land situated in the NE 1/4 of the NW 1/4 and in the NW 1/4 of the NE 1/4 of Section 24, and a part of the SW 1/4 of the SE 1/4 of Section 13, all being in Township 20 South, Range 2 East, and being more particularly described as follows:

Begin at the Northeast corner of the NE 1/4 of the NW 1/4 of Section 24, Township 20 South, Range 2 East, Shelby County, Alabama; thence run West along the North line of said Section 24, a distance of 1302.98 feet to the Northwest corner of said 1/4-1/4 Section; thence turn left 88 degrees 11 minutes 39 seconds and run South along the West line of said 1/4-1/4 Section a distance of 1343.39 feet to the Southwest corner of said 1/4-1/4 Section; thence turn left 92 degrees 02 minutes 57 seconds and run East along the South line of said 1/4-1/4 Section a distance of 901.46 feet to a point on the bank of the Coosa River; thence turn left 33 degrees 38 minutes 15 seconds and run Northeasterly along said river bank a distance of 1897.22 feet; thence turn left 77 degrees 16 minutes 33 seconds and run Northwesterly a distance of 604.70 feet to the Southerly right of way line of Chancellor's Ferry Road, to the point of beginning of said easement; thence turn left 53 degrees 59 minutes 21 seconds and run Northwesterly along said right of way line a distance of 343.25 feet to the end of said easement.

EXHIBIT "B"

RESTRICTIONS

1. Mobile homes shall not be allowed on caption lands.
2. No building shall be construction or maintained nearer that 25 feet from any property line.
3. No Commercial dog kennel may be kept or maintained which contains at any time more that three (3) dogs. Any dog kennel shall be to the back of the residence and sit back from the property lines as least 50 feet.
4. The property herein conveyed may only be used for residential purposes.
5. This parcel may not be subdivided into smaller tracts. This homesite may only be used for one single family residence.
6. The buyer(s) and/or subsequent buyer(s) specifically agree that by recordation of the deed conveying title to him (or them) the restrictions are accepted as limiting the use of the real property herein conveyed.
7. The single family residence must be site built and contain a minimum of fifteen hundred (1,500) square feet of heated and air conditioned area.
8. The single family residence must be completed within one year of building start-up.
9. There shall not be any commercial animal operations or productions to include beef cattle , swine, goats or chickens. Horses are allowed to a maximum of one (1) per acre.
10. Travel trailers, campers, motor homes and tents shall not be permitted to remain on lot longer that ninety (90) days per year; however, owner with or without permanent dwelling on his or her tract will be allowed to maintain or park a travel trailer or motor home on his or tract so long as it is completely housed in an enclosed garage or permanent building which shall not be nearer than 50 feet from any property line and is located behind residence.
11. No portable metal buildings shall be allowed and only one permanent out building shall be allowed.

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