

(Name) Whitten Construction, Inc.
95 Bentley Circle
 (Address) Shelby, AL 35143

This instrument was prepared by

(Name) WALLACE, ELLIS, FOWLER & HEAD, ATTORNEYS AT LAW

(Address) COLUMBIANA, ALABAMA 35051

Form 1-1-27 Rev. 1-48

WARRANTY DEED—Lawyers Title Insurance Corporation, Birmingham, Alabama

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of TWENTY-EIGHT THOUSAND NINE HUNDRED AND NO/100 ----- (\$28,900.00)

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

Daniel E. McFadden, a married man

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto

Whitten Construction, Inc.

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

Lot 1, according to the survey of McFadden Estates as recorded in Map Book 20, page 142 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

SUBJECT TO THE FOLLOWING EXCEPTIONS AND CONDITIONS:

1. General and special taxes or assessments for 1996 and subsequent years not yet due and payable.
2. Restrictions, limitations and conditions as set out in Map Book 20, page 142.
3. Public easements as shown by recorded plat, including 15 feet on the Northerly side of lot.
4. Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 177 page 363 in Probate office.

THE FOLLOWING RESTRICTIONS AND COVENANTS SHALL ATTACH TO AND RUN WITH THE LAND PERPETUALLY:

1. No structure of temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used at any time as a residence either temporarily or permanently.
2. No mobile home will be permitted.
3. No visible accumulation of inoperable vehicles or machinery will be permitted on this property.
4. No commercial chicken operations will be allowed.
5. New home construction shall contain a minimum of 1,500 square feet excluding basements.
6. There shall be no more than one residence per lot.
7. No junked or non-operable motor vehicles or non-operative equipment or construction materials or other abandoned non-used personal property may be stored or allowed to remain on any lot.

The property hereinabove described and conveyed does not constitute any part of the homestead of the grantor or the grantor's spouse.

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 30th day of August, 1996

(Seal)

Daniel E. McFadden
 Daniel E. McFadden (Seal)

(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 Daniel E. McFadden, a married man 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 30th day of August, A. D., 1996

Peggy J. Letson
 Notary Public.

Inst 1996-28550