

This form furnished by: **Cahaba Title, Inc.**

Eastern Office  
(205) 833-1571  
FAX 833-1577

Riverchase Office  
(205) 988-5600  
FAX 988-5905

This instrument was prepared by:  
(Name) Tracey Pierce  
(Address) Columbiana, AL. 35051

Send Tax Notice to:  
(Name) Debra A. McGrady  
(Address) 1024 Dunnavant Valley Road  
Bham AL 35242

**WARRANTY DEED**

**STATE OF ALABAMA**  
Shelby } **COUNTY** } **KNOW ALL MEN BY THESE PRESENTS,**

That in consideration of Thirty Thousand and no/100 **DOLLARS**

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt of which is hereby acknowledged, I or we, J. Anthony Joseph, L. Douglas Joseph and Kathy A. Joseph, as trustee of the Louis Douglas Joseph Irrevocable Trust dated 12/29/89 for the benefit of Louis Daniel Joseph and Seth Douglas Joseph (herein referred to as grantor, whether one or more), do grant, bargain, sell and convey unto

Debra A. McGrady

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

Attached as Exhibit "A"

Subject to Restrictive Covenants as set out on Exhibit "B"

This is not the homestead of the grantors or their spouse.

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08:25 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCO 43.50

TO HAVE AND TO HOLD, To the said GRANTEE, his, her or their heirs, or its successors 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, or its successors 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 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, or its successors 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 20th day of May, 19 96

J. Anthony Joseph (Seal)  
L. Douglas Joseph (Seal)  
Kathy A. Joseph (Seal)

Kathy A. Joseph (Seal)  
Kathy A. Joseph (Seal)  
Kathy A. Joseph (Seal)

**STATE OF ALABAMA**  
Shelby } **County** } **General Acknowledgment**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Anthony Joseph and L. Douglas Joseph, whose name(s) 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 20th day of May, 19 96

My Commission Expires: (SEE OVER FOR ACKNOWLEDGMENT)

Notary Public

Inst # 1996-38383

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Kathy A. Joseph, whose name as Trustee of the Louis Douglas Joseph Irrevocable Trust dated 12/29/89 for the benefit of Louis Daniel Joseph and Kathy A. Joseph, whose name as Trustee of the Louis Douglas Joseph Irrevocable Trust dated 12/29/89 for the benefit of Seth Douglas Joseph 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, she as such Trustee for said Trusts, having full authority, executed the same voluntarily on the day the same bears date, for and as the act of said Trusts.

Given under my hand and official seal, this 20th day of May, 1996.

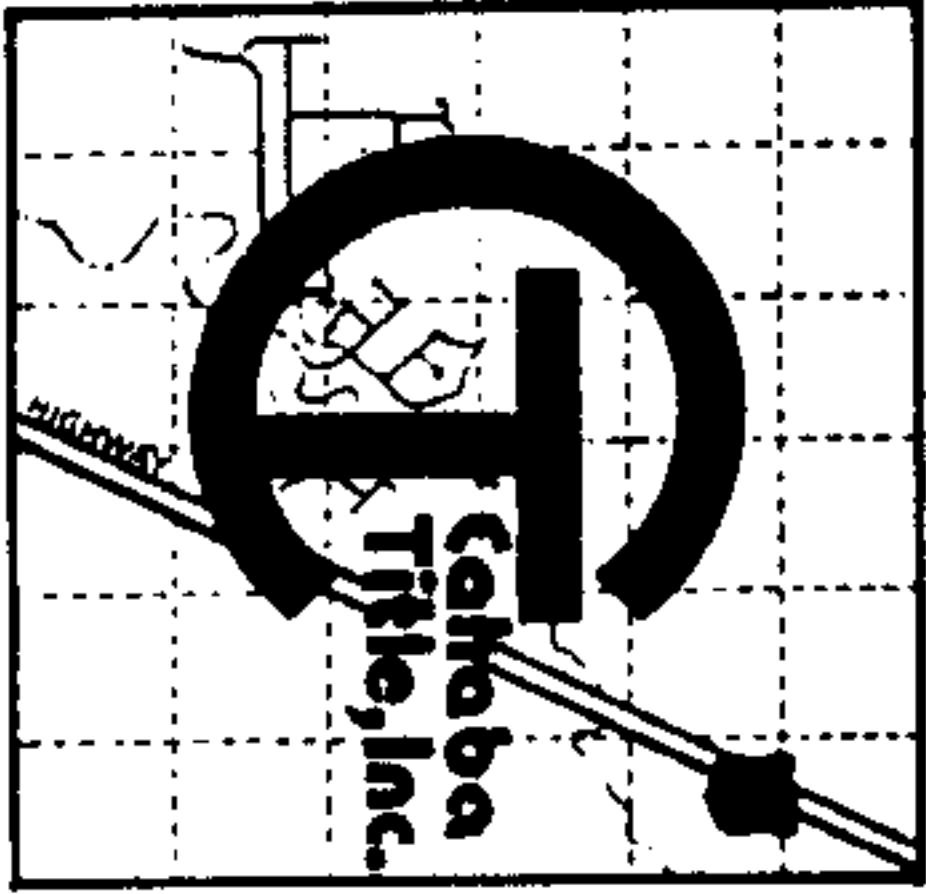
*Martha B. Ingram*  
Notary Public

Return to:

TO

WARRANTY DEED

STATE OF ALABAMA  
COUNTY OF



Recording Fee \$  
Deed Tax \$ \$

This form furnished by

**Cahaba Title, Inc.**

RIVERCHASE OFFICE  
1900 Indian Lake Drive  
Birmingham, Alabama 35244  
(205) 988-5600

EASTERN OFFICE  
1100 East Park Drive, Suite 302  
Birmingham, Alabama 35235  
(205) 833-1571

## DECLARATION FOR RESTRICTIVE COVENANTS

STATE OF ALABAMA  
SHELBY COUNTY

KNOWN ALL MEN BY THESE PRESENTS: that the property described on the foregoing conveyance is hereby expressly subjected to the following restrictive covenants, conditions and limitations for development purposes, to-wit:

1. All the tract shall be known and described and used for residential purposes only.
2. No mobile homes or modular homes will be allowed and no structure shall be erected, placed or permitted to remain on any residential building lot, other than detached single family dwellings not to exceed two and one-half stories, and a private garage for not less than two cars.
3. Each main structure of a residential building, exclusive of open porches, garages and basements shall meet the following size restrictions: Heated area of the house shall not be less than 2000 square feet.
4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot which would cause offensive or foul odors.
5. No trade or activity, which in the sole opinion of the undersigned, may be deemed to be noxious or offensive shall be carried on upon any portion of subject property, nor shall anything be done thereon which may become an annoyance or a nuisance, to the neighborhood.
6. No trash, garbage or other refuse shall be dumped, stored or accumulated on subject property. Trash, garbage or other waste shall not be kept on any portion of subject property except in sanitary containers or garbage compactor units. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted, except during the construction period.
7. No building shall be erected within a 30 foot building setback line from any boundary line of said property; a 50 foot buffer zone shall be maintained at all time along the West side of subject property.
8. It shall be the responsibility of the purchasers to prevent development of an occurrence of any unclean, unsightly or unkept conditions of buildings or grounds on subject property which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.
9. All of the said restrictions and limitations shall constitute covenants running with the land.
10. Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement and in the event any one or more of said covenants or restrictions shall for any reason be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

EXHIBIT "A"

A parcel of land in the SE 1/4 of the SW 1/4 of Section 23, Township 20 South, Range 1 West, Shelby County, Alabama, described as follows: From the accepted SW corner of the SE 1/4 of SW 1/4 of Section 23, Township 20 South, Range 1 West, being the point of beginning of herein described parcel of land, run thence North along the accepted West boundary of said SE 1/4 of SW 1/4 a distance of 1323.15 feet to the accepted NW corner thereof; thence turn 87 deg. 26 min. 23 sec. right and run 683.0 feet along the accepted North boundary of said SE 1/4 of SW 1/4; thence turn 92 deg. 46 min. 41 sec. right and run 948.24 feet; thence turn 20 deg. 50 min. 51 sec. right and run 415.82 feet to a point on the accepted South boundary of said SE 1/4 of SW 1/4; thence turn 67 deg. 03 min. 10 sec. right and run 529.55 feet to the point of beginning of herein described parcel of land; being situated in Shelby County, Alabama.

Along with Easement described as follows:  
From the accepted SW corner of Section 23, Township 20 South, Range 1 West, run thence East along the accepted South boundary of the SW 1/4 of SW 1/4 of said Section 23 a distance of 689.72 feet to a point on the East boundary of Shelby County Highway No. 47; thence turn 101 deg. 53 min. 38 sec. right and run 30.66 feet along said Highway boundary to the point of beginning of the centerline of a 60.0 foot easement for ingress and egress and utilities; thence turn 101 deg. 53 min. 38 sec. left and run 632.39 feet along said easement centerline; thence turn 17 deg. 40 min. 19 sec. left and run 210.74 feet along said easement centerline; thence turn 16 deg. 32 min. 13 sec. right and run 341.21 feet along said easement centerline; thence turn 67 deg. 03 min. 10 sec. left and run 383.24 feet along said easement centerline; thence turn 20 deg. 50 min. 51 sec. left and run 332.54 feet along said easement centerline to a point of termination of said easement.

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