

SEND TAX NOTICE TO:

(Name) Richard A. Harrison

(Address) 30 Blue Bird Drive
Maylene Ala 35114

This instrument was prepared by

(Name) Mike T. Atchison, Attorney at Law

(Address) P O Box 822, Columbiana, AL 35051

Form 1-1-5 Rev. 1/82

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP - LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

SHELBY COUNTY }

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Seventy Seven Thousand One Hundred Fifty and 51/100----- DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,
Jimmie Sue B. Spratlin, a married woman,

(herein referred to as grantors) do grant, bargain, sell and convey unto
Richard A. Harrison & wife, Linda Harrison, a 1/2 interest in and to the following described/
Wayne Tolbert and wife, Mary K. Tolbert, a 1/2 interest in and to the following described property.
(herein referred to as GRANTEES) as joint tenants, with right of survivorship, the following described real estate situated in

Shelby County, Alabama to-wit:

See Attached for Legal Description.

Subject to taxes for 1997 and subsequent years, easements, restrictions, rights of way and permits of record.

\$69,700.00 of the above recited purchase price was paid from a mortgage recorded simultaneously herewith.

THIS PROPERTY CONSTITUTES NO PART OF THE HOMESTEAD OF THE GRANTOR OR OF HER SPOUSE.

The intent herein is to create a survivorship interest between Richard A. Harrison and wife, Linda Harrison, as to their 1/2 interest and between Wayne Tolbert and wife, Mary K. Tolbert, as to their 1/2 interest.

Inst # 1996-38733

11/22/1996-38733
01:00 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 93.00

TO HAVE AND TO HOLD Unto the said GRANTEES as joint tenants, with right of survivorship, their heirs 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 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 hand(s) and seal(s), this
day of November, 1996

WITNESS:

(Seal) Jimmie Sue B. Spratlin (Seal)
(Seal) Jimmie Sue B. Spratlin (Seal)
(Seal) Jimmie Sue B. Spratlin (Seal)

STATE OF ~~Alabama~~ Tennessee }
COUNTY }

I, the undersigned authority, a Notary Public in and for said County, in said State,
hereby certify that Jimmie Sue B. Spratlin
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 shc executed the same voluntarily
on the day the same bears date.

(Given under my hand and official seal this 15th day of November, November 1996
A. D., 1996

David Beverage
Notary Public

Inst # 1996-38733

EXHIBIT "A"
LEGAL DESCRIPTION

Commence at the Northwest corner of the Southeast 1/4 of Section 18, Township 22 South, Range 3 West; thence run South along the West line of the Southeast 1/4 for 1258.27 feet to a point on the Northeast right of way of Pebble Road; thence turn an angle to the left of 14 degrees 47 minutes 41 seconds and run Southeast along the Northeast right of way for 647.01 feet to the point of beginning; from the point of beginning thus obtained continue along the last described course for 48.88 feet to the point of commencement of a curve to the left having a central angle of 44 degrees 49 minutes 03 seconds and a radius of 149.76 feet; thence run along the arc of the said curve along the Northeast right of way for 117.14 feet; thence run along the tangent if extended to said curve along the Northeast right of way for 224.34 feet to the point of commencement of a curve to the right having a central angle of 8 degrees 54 minutes 46 seconds and a radius of 220.73 feet; thence run along the arc of said curve along the Northeast right of way for 34.34 feet; thence turn an angle from the tangent if extended to said curve to the left of 128 degrees 47 minutes 30 seconds and run North for 151.00 feet; thence turn an angle to the right of 90 degrees 00 minutes 20 seconds and run East for 826.98 feet; thence turn an angle to the right of 89 degrees 19 minutes 44 seconds and run South for 124.81 feet; thence turn an angle to the left of 88 degrees 08 minutes 59 seconds and run East for 271.05 feet; thence turn an angle to the left of 79 degrees 36 minutes 38 seconds and run Northeast for 1128.25 feet; thence turn an angle to the left of 100 degrees 25 minutes 44 seconds and run West for 340.52 feet; thence turn an angle to the left of 16 degrees 26 minutes 53 seconds and run Southwest for 1304.82 feet; thence turn an angle to the left of 101 degrees 18 minutes 50 seconds and run Southeast for 390.14 feet; thence turn an angle to the right of 76 degrees 16 minutes and run Southwest for 270.34 feet to the point of beginning.

According to survey of Steven H. Gay, RLS #17522, dated October 17, 1996.

1. The land shall be used for residential and agricultural purposes only.
2. No lots shall be smaller than twenty (20) acres. No further subdivision of property.
3. There shall be no more than two residences per lot. One mobile home per lot.
4. All mobile homes and modular homes are to be underpinned with a material and style that coordinates in color and style to the home.
5. No tent, travel trailer, camper, or structure of a temporary nature shall be used as a residence.
6. No lot or adjacent property shall be used as a dumping ground. All trash and other waste shall be kept only in sanitary containers.
7. No inoperable or junk vehicles to be kept on property.
8. Septic tanks must meet all state and local health regulations.

Undersigned agrees that this agreement may be enforced by Mr. and/or Mrs. Spratlin or by any purchasers of land from Mr. and/or Mrs. Spratlin which undersigned this date purchased from Mr. and Mrs. Spratlin.

Dated: 9-20-96

Witness: Arthur Stump

Mary K. Talbert
Wayne Talbert
Arthur Stump
[Signature]

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