

This instrument was prepared by

Courtney Mason & Associates PC
1904 Indian Lake Drive, Ste 100
Birmingham, Alabama 35244

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of TWENTY NINE THOUSAND NINE HUNDRED & NO/100... (\$29,900.00) DOLLARS to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, Daniel E. McFadden, a married man (herein referred to as grantors), do grant, bargain, sell and convey unto Jonathan L. Walton and wife, Stacy L. Walton (herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in Shelby County, Alabama, to-wit:

Inst # 1996-40181

Lot 3, according to the Survey of McFadden Oaks, as recorded in Map Book 21 page 132 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

\$29,675.05 of the above-recited purchase price was paid from a mortgage loan closed simultaneously herewith.

GRANTEES' ADDRESS: 2247 RICHMOND LANE PELHAM, AL 35124

Subject to existing non-exclusive easements for ingress, egress and utilities for land owners and their assigns whose property is served by and is contiguous to the property herein granted, current taxes, restrictions, set-back lines and rights of way, if any, of record.

THIS PROPERTY IS NOT HOMESTEAD PROPERTY OF THE GRANTOR OR OF HIS SPOUSE AS DEFINED BY THE CODE OF ALABAMA.

per SW This conveyance is subject to the protective covenants and restrictions for McFadden Oaks which are attached here as Exhibit "A" and incorporated herein by reference. These covenants shall attached to and run with the land.

TO HAVE AND TO HOLD to the said GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

And I (we) do, for myself (ourselves) and for my (our) heirs, executors and administrators, covenant with said GRANTEES, their heirs and assigns, that I (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 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.

Inst # 1996-40181
12/06/1996-40181
10:51 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCB 11.50

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 3rd day of December, 1996.

Daniel E. McFadden (SEAL)
Daniel E. McFadden

STATE OF ALABAMA

SHELBY COUNTY COUNTY

General Acknowledgment

I, the undersigned, 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 3rd day of December A.D., 1996

[Signature]
Notary Public

" EXHIBIT A "

PROTECTIVE COVENANTS & RESTRICTIONS FOR MCFADDEN OAKS

AS RECORDED IN MAP BOOK 21, PAGE 132 SHELBY COUNTY 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 nor will any other commercial activity be allowed on any lot.
5. Each lot shall be for new home construction and 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.

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DMC
JLS
sw