

SHELBY COUNTY ABSTRACT & TITLE CO., INC.

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

(Name) Mainline Heating & Air Conditioning

(Address) 420 Williams Park Dr
Hobbesville Ala 35067

This instrument was prepared by

(Name) Mike T. Atchison, Attorney at Law

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

Form 1-1-27 Rev. 1-66

WARRANTY DEED—Lawyers Title Insurance Corporation, Birmingham, Alabama

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Thirty Thousand and no/100-----

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

Thomas R. Edwards and wife, Claiassa D. Edwards,

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto
Mainline Heating & Air Conditioning, 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.

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

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SHELBY COUNTY CLERK OF COURTS

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, we have hereunto set our hands(s) and seal(s), this 30th
day of December 1996

(Seal)

Thomas R. Edwards
Thomas R. Edwards (Seal)

(Seal)

Claiassa D. Edwards
Claiassa D. Edwards (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 Thomas R. Edwards and wife, Claiassa D. Edwards, 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 30th day of December A. D., 1996

[Signature]
Notary Public.

My Commission Expires: 10/16/2000

LEGAL DESCRIPTION EXHIBIT "A"

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 1 WEST, BEING PART OF THE SAME LAND DESCRIBED IN A DEED TO THOMAS R. AND CLAISSA EDWARDS, RECORDED IN DEED BOOK 353 AT PAGE 551, OF THE REAL PROPERTY RECORDS OF SHELBY COUNTY, ALABAMA. SAID PARCEL OF LAND TO BE KNOWN AS LOT 1 OF WESTSIDE VILLAGE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A RAIL FOUND AT THE NORTHEAST CORNER SAID SECTION 28;

THENCE S 00°19'57" W, ALONG THE EAST LINE OF SAID SECTION, A DISTANCE OF 818.45 FEET TO A 1/2" REBAR SET, WITH A CAP STAMPED "S. WHEELER RPLS 16165", ON THE SOUTH RIGHT-OF-WAY OF STATE HIGHWAY NO. 70;

THENCE N 88°02'24" W, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 38.14 FEET TO A POINT;

THENCE ALONG A CURVE, TO THE RIGHT IN SAID RIGHT-OF-WAY, HAVING A RADIUS OF 5855.51 FEET AND A CHORD BEARING OF N 87°10'28" W, AN ARC LENGTH OF 176.86 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID CURVE, A CHORD BEARING OF N 85°15'18" W, AN ARC LENGTH OF 215.50 FEET TO 1/2" REBAR SET, WITH A CAP STAMPED "S. WHEELER RPLS 16165";

THENCE S 00°19'57" W, A DISTANCE OF 316.58 FEET, TO A 1/2" REBAR SET, WITH A CAP STAMPED "S. WHEELER RPLS 16165";

THENCE S 89°40'03" E, A DISTANCE OF 214.85 FEET TO A POINT;

THENCE N 00°19'57" E, A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING. THE HEREIN DESCRIBED PARCEL CONTAINS 1.517 ACRES OF LAND.

LESS AND EXCEPT THE EAST 30 FEET FOR WESTSIDE LANE.

The property described hereinabove is subject to the following restrictions:

1. The minimum building set back line from pavement shall be controlled by footage shown on recorded map of said subdivision.
2. There shall be no further subdivision of lands herein described.
3. All plans for buildings must be submitted to Thomas R. Edwards, his successors or assigns for approval, prior to beginning construction. Said plans must show proposed location of the building on said lot.
4. It shall be the responsibility of each owner to prevent the occurrence of any unclean, unsightly refuse or garbage on the described parcels.
5. The lots shall be used for commercial or light industrial purposes only.
6. There shall be no salvage or junk yards maintained on the property.
7. No toxic substances shall be used or stored on the property.
8. No animal related industries, i.e. stockyards, slaughter houses, kennels, shall be allowed on the property.
9. All structures shall be permanent. No trailers or temporary buildings shall be used for storage or other purposes. Prefabricated metal buildings may be used if pre-approved by Thomas R. Edwards, or his assigns.
10. All structures and grounds shall be kept neat in appearance.
11. All storage relative to use of any business shall be maintained at the rear of the structure or inside the structure.
12. All signs shall be neat in appearance and must be placed at the front of the main structure.
13. No lot shall be sold or used for the purpose of extending any public or private road, street, or alley, or for the purpose of opening any road, street, or alley, except by the prior written consent of Thomas R. Edwards, his successors and assigns.
14. If any person shall violate or attempt to violate any of the covenants and restrictions contained herein, it shall be lawful for any person or persons owning any of the lots in said subdivision to prosecute any proceedings at law or in equity, against the person or persons violating any such covenants and restrictions, and either to prevent him or them from so doing or to recover damages for such violation, it being understood that this right extends not only to the present owners of said property, but also to any future lot owners therein.
15. Invalidiation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.
16. All of said restrictions and covenants shall constitute covenants running with the land and shall be subject to the restrictions herein set forth.

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