

(Name) William H. Fargason, III

(Address) P.O. Box 36635 B'ham, AL.
35236

This instrument was prepared by

(Name) Jones & Waldrop
1025 Montgomery Highway
(Address) Birmingham, AL. 35216

Form 113 Rev. 5/82 #038/97

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP - MAGIC CITY TITLE COMPANY, INC., BIRMINGHAM, ALABAMA

STATE OF ALABAMA

Shelby COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of One hundred sixty thousand and no/100 (\$160,000.00) DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,
Edward C. Mitchem and his wife Frances H. Mitchem

(herein referred to as grantors) do grant, bargain, sell and convey unto

William H. Fargason, III and Laura G. Fargason

(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 Exhibit A for legal description of
property being conveyed and which is incorporated herein for all purposes.

Mineral and mining rights included.

Subject to: All easements, restrictions and rights of way of record.

FURTHER SUBJECT TO: THAT CERTAIN Deed Restriction attached hereto as Exhibit
B hereto and incorporated herein for all purposes and though fully set forth
herein.

Inst # 1997-14586

05/09/1997-14586
12:42 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 173.50

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, we have hereunto set our hand(s) and seal(s), this 5

day of May, 1997.

WITNESS:

(Seal)

(Seal)

(Seal)

Edward C. Mitchem (Seal)
EDWARD C. MITCHEM
Frances H. Mitchem (Seal)
FRANCES H. MITCHEM (Seal)

STATE OF ALABAMA

Jefferson COUNTY

I, the undersigned, a Notary Public in and for said County, in said State,
hereby certify that Edward C. Mitchem and his wife Frances H. Mitchem
whose name 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 have executed the same voluntarily
on the day the same bears date.

Given under my hand and official seal this 5 day of May

Lisa A. Clegh (Seal)
Notary Public

Inst # 1997-14586

EXHIBIT A

Begin at the Northwest corner of the East-half of the South-west quarter of Section 32, Township 20 South, Range 4 West, Shelby County, Alabama; thence in a southerly direction along the west line of said half-quarter section 1320.00 feet; thence turn left 88 degrees 29 minutes in an easterly direction 485.66 feet to the point of beginning; thence turn left 91 degrees 31 minutes in a northerly direction 799.81 feet; thence turn right 91 degrees 31 minutes in an easterly direction 1269.97 feet to the intersection with the centerline of a public road (Shelby County No. 1);; thence turn right 82 degrees 14 minutes in a southeasterly direction along a straight line which is along said centerline 202.80 feet to the point of beginning of the arc of a curve tangent to said straight line, said arc turning to the left, having a radius of 2944.69 feet; thence in a southeasterly direction along said arc which is along said centerline 606.66 feet; thence in a westerly direction along a line parallel with the north boundary of this property 1385.03 feet, more or less, to the point of beginning.

EXHIBIT B

- a) Purchasers agree to construct no more than four (4) residences on the subject property.
- b) There will be no mobile home sites or placements at any time on the subject property; WITH THE EXPRESS EXCEPTION THAT Purchasers may temporarily reside in a mobile home placed on the subject property during the time that Purchasers are actively engaged in construction of Purchasers' residence.
- c) There will be no commercial construction of any kind on the subject property at any time.
- d) Purchasers may place and construct their personal residence at any site on the subject property subjectively picked by Purchasers. It is further expressly agreed that for the three (3) additional homes described hereinabove, in subparagraph (a), they will be placed only on the north 1/2 of the subject property.
- e) Seller hereby agrees to give Purchasers an unconditional right of first refusal to purchase any property adjoining the subject property if same is offered by Seller for sale to anyone other than Sellers' immediate family.
- f) Purchasers hereby agree to give Seller an unconditional right of first refusal to re-purchase all or any portion of the south 1/2 of the subject property herein conveyed to Purchasers if same is offered by Purchasers for sale to anyone other than Purchasers' immediate family.

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