

SEND TAX NOTICE TO:

Billy G. Winford
6294 Hwy 17
Helena, AL 35080

THIS INSTRUMENT WAS PREPARED BY
WALLACE, ELLIS, FOWLER & HEAD
P. O. BOX 587
COLUMBIANA, ALABAMA 35051

Inst # 1997-22631

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of FORTY THOUSAND and NO/100 (\$40,000.00) DOLLARS to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is hereby acknowledged, we **Brett G. Winford and wife, Nancy Ann Winford** (herein referred to as grantors) do grant, bargain, sell and convey unto **Billy G. Winford and wife, Sandra L. Winford** (herein referred to as GRANTEES) as joint tenants, with right of survivorship, the following described real estate situated in Shelby County, Alabama, to-wit:

Parcel One:

Commence at the Northwest corner of the SW ¼ of the NE ¼ of Section 33, Township 20 South, Range 3 West, Helena, Shelby County, Alabama and run thence Easterly along the North line of the said SW ¼ of the NE ¼ and the SE ¼ of the NE ¼ of said Section 33 a distance of 1,687.18' to a point on the West right of way line of Shelby County Highway No. 17; Thence turn 100° 57' 45" right and run South-Southwesterly along said right of way line 114.05' to a point; Thence turn 1° 16' 55" right and run South-Southwesterly along the chord of a highway curve a chord distance of 114.05' to a steel pin corner and the point of beginning of the property being described; Thence turn 1° 12' 16" right and run South-Southwesterly along the chord of a highway curve a chord distance of 100.00' to a steel pin corner; Thence turn 85° 58' 57" right from chord and run Westerly 319.05' to a steel pin corner of the east edge of the Lake; Thence turn 92° 50' 57" right and run Northerly along the edge of the Lake 100.45' to a steel pin corner; Thence turn 76° 08' 54" right and run Easterly 302.68' to the point of beginning. Containing 0.70 of an acre and subject to any and all agreements, easements, restrictions and/or limitations of probated record and/or applicable law.

According to the survey of Joseph E. Conn, Jr., dated April 11, 1996, Alabama PLS #904.

Parcel Two:

An additional strip of land 15 feet wide lying adjacent to and West of the West boundary of the above described property and East of the high water mark of the lake, it being intended to convey an additional strip as to said Parcel Two which is 15 feet in width lying East of the high water mark of the lake and the Western boundary of the above described property.

This conveyance is made subject to the following terms, conditions, and restrictions:

1. The above said property shall not be further subdivided nor shall any portion thereof be sold to any other person, firm or corporation.
2. The use of the above described property is restricted to single family residential use.
3. The initial plans and specifications for any residence built on the above described property within twenty years from the date hereof shall be subject to approval of grantors prior to construction.

07/18/1997-22631
10:40 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
JDE:NEI

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4. Should grantees, their heirs, successors or assigns elect to sell or convey the above described property, grantors, their heirs, successors and assigns shall have first right of refusal to purchase same. In the event grantees elect to sell or convey said property, they, their heirs, successors or assigns shall submit to grantors, their heirs, successors or assigns the terms and conditions of sale allowing grantors, their heirs, successors or assigns thirty days within which to either elect to purchase said property according to such terms and conditions or refuse to so purchase.

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, or each of us, have hereunto set my or our hands and seals, this 3rd day of July, 1997.


 (SEAL)
Brett G. Winford

 (SEAL)
Nancy Ann Winford

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Brett G. Winford and wife, Nancy Ann Winford, whose names 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 3rd day of July, 1997.

 (SEAL)
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb. 8, 1998.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

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SHELBY COUNTY JUDGE OF PROBATE
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