

THIS INSTRUMENT PREPARED BY:
James E. Vann, Esq.
JOHNSTON & CONWELL
800 Shades Creel Parkway, Suite 325

SEND TAX NOTICE TO:
Mr. B.J. Harris
5502 Caldwell Mill Road
Birmingham, AL 35242

WARRANTY DEED

STATE OF ALABAMA

)

)

KNOW ALL MEN BY THESE PRESENTS,

SHELBY COUNTY

)

That in consideration of **Eighty Five Thousand & no/100 Dollars (\$85,000.00)** to the undersigned Grantors, in hand paid by the Grantee herein, the receipt whereof is acknowledged, we, **Arthur P. Bolton, III**, a married man, and **Mildred L. Orr (f/k/a Mildred L. Bolton)**, a married woman (herein referred to as Grantors), grant, bargain, sell and convey unto **B.J. Harris and Denney E. Barrow** (herein referred to as Grantee) the following described real estate, situated in Shelby County, Alabama, to-wit:

See the real property described on Exhibit A, attached hereto and included herein by reference the same as if set forth in its entirety. This property does not constitute the homestead of either of the Grantors or their spouses.

SUBJECT TO:

1. Ad valorem taxes for the year 1998 and subsequent years.
2. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto.
3. Right-of-way granted to Alabama Power Company recorded in Volume 217, Page 752; and,

In addition to the foregoing, the property conveyed hereby (the "Subject Property") shall be subject to the following restrictive covenants which shall govern the use of the Subject Property:

a. A maximum of one permanent human habitation shall be constructed on the Subject Property at any one time. That structure shall be a permanent (that is, not mobile, prefabricated, or "manufactured") single family dwelling containing not less than 2,400 square feet of interior floor space. A reasonable number of outbuildings and structures, such as are customarily associated with the maintenance, use, and enjoyment of a single family residence, may be constructed. No permanent human habitation shall be permitted in any of those outbuildings or structures. Such outbuildings and structures may include one and only one swimming pool and associated mechanical facilities and one and only one storage building.

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b. In addition to the dwelling and other outbuildings and structures provided for in subparagraph a. above, a maximum of two auxiliary buildings may be constructed on the Subject Property at any one time. No human habitation shall be permitted in either of those buildings. Those auxiliary buildings shall be of a domestic or agricultural nature; not more than one of them can house livestock.

c. Additional buildings and/or structures shall only be permitted on the Subject Property with the advance written permission of Grantor Arthur P. Bolton, III, his heirs, personal representatives or assigns.

d. All of the provisions of these restrictive covenants shall constitute covenants running with the land, and shall be binding upon the Grantee and all other owners, both present and future, of the Subject Property their heirs, personal representatives, successors and assigns; and all parties claiming by, through or under any of them shall be taken to agree and covenant to conform to and observe all of the terms and conditions contained herein. These restrictive covenants shall be enforceable by injunctive relief (either affirmative or negative as may be appropriate) and other relief available at law or in equity.

TO HAVE AND TO HOLD to the said Grantee, its successors and assigns forever.

And we do for ourselves and for our heirs, executors and administrators covenant with the said Grantee, its successors and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s) this 9th day of October, 1997.



Arthur P. Bolton, III

Mildred L. Orr
Mildred L. Orr (f/k/a Mildred L. Bolton)
Aid. 0804243

Grantee accepts delivery of this deed and agrees to be bound by the provisions of this instrument.

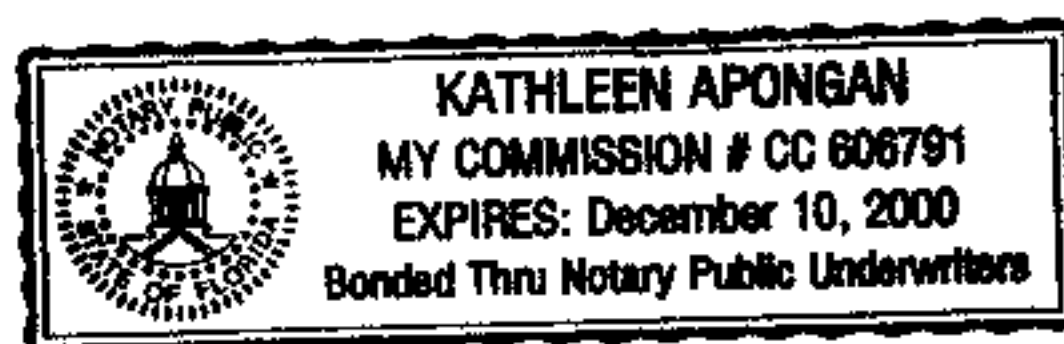
B. J. Harris
B. J. Harris

Denney E. Barrow
Denney E. Barrow

STATE OF Florida
COUNTY OF Escambia

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Mildred L. Orr (f/k/a Mildred L. Bolton) 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 she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of Oct., 1997.



Kathleen Apongan
NOTARY PUBLIC
My Commission Expires: 12/10/00

STATE OF _____
COUNTY OF _____

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Arthur P. Bolton, III, 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 _____ day of _____, 1997.

NOTARY PUBLIC
My Commission Expires: _____

Mildred L. Orr (f/k/a Mildred L. Bolton)

Grantee accepts delivery of this deed and agrees to be bound by the provisions of this instrument.


B. J. Harris


Denney E. Barrow

STATE OF _____)
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that **Mildred L. Orr (f/k/a Mildred L. Bolton)** 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 she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this ____ day of _____, 1997.

NOTARY PUBLIC
My Commission Expires: _____

STATE OF PA)
COUNTY OF Montgomery)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that **Arthur P. Bolton, III**, 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 9th day of Oct., 1997.



NOTARY PUBLIC
My Commission Expires: 2-17-2001

Notarial Seal
John W. Kett, Notary Public
Springfield Twp., Montgomery County
My Commission Expires Feb. 17, 2001

EXHIBIT A

A parcel of land lying in the NW 1/4 of Section 36, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the SE corner of the NW 1/4 of said Section 36; thence North 0 degrees 00 minutes 00 seconds West along the East line of said NW 1/4 a distance of 1214.87 feet to the point of beginning; thence continue along last described course a distance of 844.09 feet to the Southerly R.O.W. line of County Road #24 (Longview - Montevallo Road - 80' R.O.W.); thence South 56 degrees 01 minutes 25 seconds West along said R.O.W. line a distance of 466.43 feet to the beginning of a curve to the left having a radius of 903.73 feet, a central angle of 12 degrees 28 minutes 55 seconds and subtended by a chord which bears South 49 degrees 46 minutes 58 seconds West a distance of 196.49 feet; thence along the arc of said curve and said R.O.W. line a distance of 196.88 feet to the end of said curve; thence South 43 degrees 32 minutes 30 seconds West along said R.O.W. line a distance of 75.77 feet to the beginning of a curve to the left having a radius of 2013.09 feet, a central angle of 7 degrees 26 minutes 16 seconds and subtended by a chord which bears South 39 degrees 49 minutes 22 seconds West a distance of 261.14 feet; thence along the arc of said curve and said R.O.W. line a distance of 261.33 feet to the end of said curve; thence South 36 degrees 06 minutes 14 seconds West along said R.O.W. line a distance of 174.18 feet to the beginning of a curve to the right having a radius of 785.84 feet, a central angle of 4 degrees 02 minutes 50 seconds and subtended by a chord which bears South 38 degrees 07 minutes 39 seconds West a distance of 55.50 feet; thence along the arc of said curve and said R.O.W. line a distance of 55.51 feet; thence leaving said R.O.W. line South 88 degrees 55 minutes 49 seconds East a distance of 893.33 feet to the point of beginning.

Minerals and mining rights excepted.

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