

STATE OF ALABAMA
COUNTY OF SHELBY

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of Three Thousand Two Hundred and No/100 Dollars (\$3,200.00) in hand paid by **JACQUELINE D. ROY** (hereinafter referred to as "Grantees", whether one or more), to the undersigned, **ALABAMA POWER COMPANY**, a corporation, (hereinafter referred to as "Grantor"), the receipt and sufficiency of which is hereby acknowledged, the said Grantor does by these presents grant, bargain, sell and convey unto the said Grantee, the surface interest only in the following described real estate situated in Shelby County, Alabama (the "Property"):

A parcel of land located in Fractional Section 24, Township 22 South, Range 1 East, more particularly described as follows: Begin at the northwest corner of Lot 356 of Alabama Power Company Recreational Cottage Site Sector 1 as recorded in Map Book 21, Page 96C in the Office of the Judge of Probate, Shelby County, Alabama; thence southeasterly along the west line of said Lot 356 for 71.35 feet to the northeasterly corner of Lot 355 of said subdivision; thence turn an angle to the right of 79°01'15" and run southwesterly along the north line of said Lot 355 for 126.17 feet; thence turn an angle to the right of 114°01'00" and run northerly along the west line of said Lot 355 for 144.13 feet to the southerly right-of-way line of Primrose Lane; thence easterly along the southerly line of Primrose Lane 93.38 feet to the point of beginning, and containing .27 acres, more or less.

Such Property is conveyed subject to the following:

1. Ad valorem taxes due and payable October 1, 1998.
2. Any applicable zoning ordinances.
3. Mineral and mining rights not owned by the Grantor. Grantor hereby specifically excepts and reserves from this conveyance all other coal, oil, gas and other minerals of whatsoever nature lying on or underneath the above-described property, together with all mining rights necessary or convenient with respect thereto; provided, that Grantor shall not have the right to mine the above property by strip or surface mining methods; and provided further that Grantor does not reserve any right of access to the surface of the property.
4. Existing utility and ingress-egress easements and the facilities thereon, whether or not of record, and which would be disclosed by an inspection of the Property; also easements shown on recorded plat.
5. That certain indenture executed by Alabama Power Company to the Chemical Bank and Trust Company (now Chase Manhattan Bank), as Trustee, dated January 1, 1942, as amended and supplemented. Alabama Power Company warrants that it will, within One Hundred Twenty (120) days from the date of the conveyance, secure the release from said indenture of the Property conveyed hereunder.
6. No outside toilets or privies shall be constructed or maintained on any lot in the Property.
7. No noxious or offensive activity shall be carried on upon any parcel, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

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8. No parcel shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. No tents, trailers, mobile homes or temporary type structures of any kind may be erected or placed on any parcel whether temporarily or permanently.

10. All conveyances in the Property are made subject to all rights necessary or convenient for utilities to service, maintain and improve existing electric, cable television and communication lines, and gas, sewer and water mains, if any, under, over and upon any parcel, streets, rights-of-way, beaches or recreation areas, and further subject to an easement for utility lines, along with all rights necessary or convenient for the operation, service and maintenance thereof, for the benefit of firms, corporations, associations or other entities providing utility services, lying ten feet (10') inside and adjacent to the lot lines, which said easements are created hereby.

11. All conveyances are made subject to the right of Grantor, its successors or assigns to locate and install drains where necessary and to cause or permit drainage of surface waters under, over, and/or through the aforesaid parcel.

12. No animal or fowl shall be kept or maintained on said Property, but nothing herein shall be construed to prevent or prohibit the owner from keeping as a domestic pet, cats, dogs or birds.

13. All driveways and driveway pipe shall be approved by the county engineer or a representative of said engineer.

14. No road ditches may be filled or stopped up at any time. The right is reserved for the storm drainage water from roads, streets and lots to run over or across said parcel as it now runs as the natural flow.

15. No parcel may be split, divided or subdivided for sale, resale, gift, transfer or any other purpose whatsoever; provided that this paragraph shall not apply to the subdivision of a lot or parcel where it is necessary or convenient to convey a portion of a lot or parcel to a public utility for the purpose of providing utility services.

TO HAVE AND TO HOLD unto the said Grantee.

IN WITNESS WHEREOF, the Grantor, Alabama Power Company, has caused this conveyance to be executed by its duly authorized officer effective on this the 16th day of April, 19 98.

WITNESS:

ALABAMA POWER COMPANY

Gale Wheat

By: Susan N. Slay
Its: Vice President

STATE OF ALABAMA
COUNTY OF SHELBY

I, Mary E. Brown, a Notary Public in and for said county in said state, hereby certify that Susan N. Story, whose name as Vice President of Alabama Power Company, a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this, the 16th day of April, 1998.

Mary E. Brown
Notary Public

My commission expires: 5-24-98

THIS INSTRUMENT PREPARED BY:

Stell E. Benefield
P. O. Box 540
Clanton, AL 35046-0540

APPROVED AS TO TERMS, CONDITIONS
AND LEGAL DESCRIPTIONS:

Stell E. Benefield

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