

STATE OF ALABAMA
COUNTY OF SHELBY

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Six Thousand Five Hundred and No/100 Dollars (\$6,500.00) in hand paid by, FRANK R. GRIFFIN and wife, MARTHA P. GRIFFIN (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, as joint tenants with the right of survivorship, the surface interest only in the following described real estate situated in Shelby County, Alabama (the "Property"):

A parcel of land located in a portion of the Southeast 1/4 of Section 01, Township 24 North, Range 15 East of Shelby County, Alabama more particularly described as follows:

Commence at the Southwest corner of Lot 302 of Recreational Cottage Site Sector 4 as shown in Map Book 22, Page 52 in the Office of the Judge of Probate, Shelby County, Alabama, said point being on the east right-of-way of a county road, marked by a 5/8 inch rebar; thence North 04°03'56" East a distance of 188.22 feet along the east right-of-way of said county road to the Northwest corner of Lot 302 of said Subdivision, marked with a 5/8 inch rebar, said point being the Point of Beginning of the hereinafer described parcel; thence North 04°03'56" East a distance of 100.00 feet along east right-of-way of said county road to a 5/8 inch rebar; thence South 81°30'10" East a distance of 320.32 feet to the Northeast corner of Lot 302 of said subdivision, said point being on the 397 foot contour of Lay Lake; thence South 80°48'26" West a distance of 22.00 feet along the north property line of Lot 302 of said subdivision to a 1 1/2 inch capped iron pipe; thence South 80°48'26" West a distance of 306.11 feet to the point of beginning. Said Parcel containing 0.37 acres more or less. All bearings refer to the Alabama West Zone Grid.

Situated, lying, and being in Shelby County, Alabama.

Such Property is conveyed subject to the following:

- A. Ad valorem taxes due and payable October 1, 1998.
- B. Any applicable zoning ordinances.
- C. 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.
- D. 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.
- E. 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

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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.

F. No outside toilets or privies shall be constructed or maintained on any lot in the Property.

G. 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.

H. 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.

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

J. 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.

K. 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.

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

M. 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.

N. The Property shall be used for single-family residential purposes only. No more than one single-family dwelling house may be erected on such property; provided, however, that on such property there may be constructed a garage and accessory storage building.

O. No house or residence of less than twelve hundred (1200) square feet, excluding the porch and garage area, shall be erected or constructed on any such property.

P. No building, porch, or projection thereof shall be erected or placed nearer than fifteen (15) feet to any property line. No septic tank field lines shall be extended outside of any property line without the specific written consent of the adjoining property owner.

Q. No lot or 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 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.

IN WITNESS WHEREOF, the Grantor, Alabama Power Company, has caused this conveyance to be executed by its duly authorized officer effective on this the 9th day of June, 1998.

WITNESS:

ALABAMA POWER COMPANY

Gala Wheat

By: Susan N. Story
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 9th day of June, 1998.

Mary E. Brown
Notary Public

My commission expires: 5-7-02

THIS INSTRUMENT PREPARED BY:

APPROVED AS TO TERMS, CONDITIONS
AND LEGAL DESCRIPTIONS:

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

Stell F. Benefield

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