

(Name) Richard B. Atchison  
9534 South Main Street  
(Address) Wilsonville, Alabama 35186

This instrument was prepared by

(Name) Mike T. Atchison, Attorney  
P.O. Box 822  
(Address) Columbiana, Alabama 35051

Inst # 1999-12729

03/26/1999-12729

Form 1-1-8 Rev. 5/88  
WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP - LAWYERS TITLE INSURANCE CORPORATION

~~NOTARY PUBLIC~~  
SHELBY COUNTY JUDGE OF PROBATE  
003 CRN 14.50

STATE OF ALABAMA }  
SHELBY COUNTY }

KNOW ALL MEN BY THESE PRESENTS.

That in consideration of Twenty-five Thousand and no/100----- DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,

Judy J. Eastis, a single woman

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

Richard B. Atchison and wife, Cherie Atchison

(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, WHICH IS INCORPORATED HEREIN BY REFERENCE.

SEE ATTACHED EXHIBIT "B" FOR EASEMENT CONDITIONS.

THIS DEED IS BEING GIVEN TO CORRECT THAT CERTAIN DEED RECORDED IN INSTRUMENT #1996-06531, IN PROBATE OFFICE, TO ADD THE RESTRICTIONS SET FORTH ON EXHIBIT "A".

Subject to taxes for 1996 and subsequent years, easements, restrictions, rights of way, and permits of record.

\$18,750.00 of the above recited purchase price was paid from a mortgage recorded simultaneously herewith.

Inst # 1999-06220

THIS CORRECTIVE DEED IS BEING RE-RECORDED BY THE GRANTEES HEREIN, TO ACKNOWLEDGE NON-ACCEPTANCE OF THE CORRECTIVE DEED. GRANTEES HEREIN NEVER AGREED TO NOR CONTRACTED FOR RESTRICTIONS TO BE PLACED ON THE PROPERTY HEREIN.

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SHELBY COUNTY JUDGE OF PROBATE  
003 HNS 14.50

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, I have hereunto set my hand(s) and seal(s), this 28th

day of February, 19 96

WITNESS:

(Seal) \_\_\_\_\_  
(Seal) \_\_\_\_\_  
(Seal) \_\_\_\_\_  
Judy J. Eastis (Seal)  
Judy J. Eastis (Seal)

STATE OF ALABAMA }  
SHELBY COUNTY }

I, the undersigned authority, a Notary Public in and for said County, in said State,

hereby certify that Judy J. Eastis 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 11th day of February, 1999, A. D.

NOTARY PUBLIC STATE OF ALABAMA  
MY COMMISSION EXPIRES: Dec. 11, 2000  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

\_\_\_\_\_  
Notary Public

EXHIBIT "A"  
LEGAL DESCRIPTION

TRACT IV:

Begin at the NE corner of the S 1/2 of the SW 1/4 of Section 7, Township 21 South, Range 2 East; thence run South along the East line thereof 678.70 feet to the point of beginning; thence continue along the last described course 641.02 feet; thence 90 degrees 04 minutes 07 seconds right run Westerly 660.69 feet; thence 89 degrees 53 minutes 54 seconds right run 660.38 feet; thence 78 degrees 42 minutes 54 seconds right run 107.91 feet; thence 15 degrees 34 minutes 29 seconds right run 556.80 feet to the point of beginning.

Together with and subject to the following described 50-foot ingress and egress easement, the centerline of which is more particularly described as follows: Commence at the NE corner of the S 1/2 of the SW 1/4 of Section 7, Township 21 South, Range 2 East; thence run South along the East line thereof 678.70 feet; thence 94 degrees 15 minutes 24 seconds right run 606.80 feet to the point of beginning of the centerline of said 50-foot easement, said point being the center of a 50 foot radius bulb being part of said easement; thence 4 degrees 08 minutes 35 seconds left run 1620.96 feet to the Easterly right of way of Hebb Road and the point of ending of said easement.

According to survey of Thomas E. Simmons, RLS #12945, dated February 26, 1996.

Subject to the following restrictions: There shall be no mobile homes or manufactured homes placed on the above described property; However, the Grantor herein agrees to let Grantees herein have mobile home on this property for a period of one year, commencing with the execution of this deed, for residence during the construction of a house. The house must be complete and mobile home must be removed from the property by the end of said year.

EXHIBIT "B"

Property is being purchased subject to the following conditions:

1. Road which meets or exceed City of Wilsonville requirements shall be constructed within 12 months of date City Council approved zoning variance, which was 2/5/1996.
2. Road easement shall be constructed as follows:
  - (a) 50-foot right of way easement with 20-foot width by 6-inch depth of base material.
  - (b) Cul-de-sac right of way easement 55-foot radius with 40 foot radius by 6-inch depth of base material. Road entrance off of Highway 103 (Hebb Road). The size of pipe will fall under County requirements (35-foot) City will install entrance pipe. Pipe to be furnished at owners expense.
  - (c) 6-inch water line and 6-inch 3-way fire hydrant to be installed as shown on attached drawing. Purchasers served by water line shall pay for all materials involved in laying water line. City will install water line to City specifications.
  - (d) All owners to be served by water line must sign water easement in form attached.

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10:05 AM CERTIFIED  
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