

THIS INSTRUMENT PREPARED BY:
Courtney Mason & Associates, P.C.
1904 Indian Lake Drive, Suite 100
Birmingham, Alabama 35244

GRANTEE'S ADDRESS:
Charles L. Wright, Jr.
2932 JIMMIE LANE
BIRMINGHAM, AL 35243

Inst # 2001-30793

STATE OF ALABAMA) Limited Liability Company
COUNTY OF SHELBY) JOINT SURVIVORSHIP DEED

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of One Hundred Sixty Thousand and 00/100 (\$160,000.00) DOLLARS, and other good and valuable consideration, this day in hand paid to the undersigned GRANTOR, **Southern Land Partners, LLC, a Limited Liability Company** (hereinafter referred to as GRANTOR), the receipt whereof is hereby acknowledged, the GRANTOR does hereby give, grant, bargain, sell and convey unto the GRANTEES, **Charles L. Wright, Jr. and Connie S. Wright, husband and wife**, (hereinafter referred to as GRANTEES), for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described Real Estate, lying and being in the County of SHELBY, State of Alabama, to-wit:

See legal description attached as Exhibit "A".

Subject to existing easements, current taxes, restrictions and covenants, set-back lines and rights of way, if any, of record.

\$120,000.00 of the above-recited purchase price was paid from a mortgage loan closed simultaneously herewith.


The covenants and restrictions attached as Exhibit "B" are incorporated herein by reference and shall be binding on the above described property and shall run with the land.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements 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, forever.

AND SAID GRANTOR, for said GRANTOR, GRANTOR'S heirs, successors, executors and administrators, covenants with GRANTEES, and with GRANTEES' heirs and assigns, that GRANTOR are lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that GRANTOR will, and GRANTOR'S heirs, executors and administrators shall, warrant and defend the same to said GRANTEES, and GRANTEES' heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR by its Partner, William J. Wilkens, Jr. who is authorized to execute this conveyance, hereto set his signature and seal this the 23th day of July, 2001.

Southern Land Partners, LLC


By: William J. Wilkens, Jr., Partner

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William J. Wilkens, Jr., whose name as Partner of Southern Land Partners, LLC, a Limited Liability Company, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said Limited Liability Company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 23th day of July, 2001.


NOTARY PUBLIC
My Commission Expires: 3/5/03

COURTNEY H. MASON, JR.
MY COMMISSION EXPIRES MARCH 5, 2003

07/25/2001-30793
09:28 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CH 57.00

EXHIBIT "A"

Parcel I

A part of the Southwest quarter of Section 3, Township 18 South, Range 1 East. Being more particularly described as follows:

Begin at the Northeast corner of the Southeast quarter of the Southwest quarter of said Section 3; thence run south 03 deg. 34 min. 43 sec. West along the East line of said quarter-quarter section a distance of 682.22 feet; thence run North 49 deg. 32 min. 47 sec. West a distance of 1765.54 feet to the centerline of a sixty foot wide private access easement; thence run North 63 deg. 34 min. 43 sec. East along centerline of said easement a distance of 485.39 feet; thence run North 70 deg. 20 min. 55 sec. East along centerline of said easement a distance of 427.02 feet; thence run South 33 deg. 23 min. 60 sec. East a distance of 986.88 feet to the Point of Beginning. Being situated in Shelby County, Alabama.

WJW

EXHIBIT B

Rights of others in and to the sixty (60) foot wide access easement, together with the responsibility for 1/11th of the cost of maintenance of said easement.

Mineral and mining rights not owned by the GRAYTOR, together with any release of damages pertaining thereto.

Building and Use Restrictions as follows:

The parcel conveyed may not be subdivided.

There may be only one dwelling constructed on this parcel and it can be constructed no closer than 100 feet to the closest boundary line of the sixty(60) foot wide access easement.

No structure may be constructed closer than 100 feet to any property boundary line.

Minimum square footage of a home is to be 2500 square feet of heated and cooled area on the ground or first floor.

Exterior finishes of all structures are to blend with the natural surroundings and be similar to that used for the primary dwelling.

No metal buildings of any type will be permitted.

Metal roofs will be permitted only as long as color and style blend with the natural surroundings.

No mobile or modular homes of any type will be permitted.

Fencing along the access easement may be only wood, plastic or similar material, but in no event may wire be employed.

Business activity is limited to an in-house activity with no more than three(3) employees.

No commercial greenhouses will be permitted, and those for personal use must be constructed in a location and setting so as not to be directly visible from the access easement.

Horses and/or Cattle will be permitted, but can not exceed a combined total of ten(10) head on this parcel.

THE BUILDING AND USE RESTRICTIONS SHALL CONSTITUTE COVENANTS RUNNING WITH THE LAND.

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