


This Instrument Prepared By:  
James F. Burford, III  
Attorney at Law  
Suite 101, 1318 Alford Avenue  
Birmingham, Alabama 35226

Send Tax Notice To:  
Frances G. Clark  
200 52<sup>nd</sup> Street  
Fairfield, AL 35064

**WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVORS**

STATE OF ALABAMA       )  
SHELBY COUNTY         )

  
20030910000608230 Pg 1/2 308.00  
Shelby Cnty Judge of Probate, AL  
09/10/2003 14:12:00 FILED/CERTIFIED

**KNOW ALL MEN BY THESE PRESENTS:** That in consideration of Two hundred ninety-three thousand seven hundred five and 73/100 Dollars (\$293,705.73) and other good and valuable considerations, to the undersigned Grantor (whether one or more), in hand paid by Grantees herein, the receipt whereof is acknowledged, I, Southland Development, LLC, (herein referred to as Grantor, whether one or more), grant, bargain, sell and convey unto Frances G. Clark and Sharon C. Phillips, (herein referred to as Grantees), for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in Shelby County, Alabama, to-wit:

Described on Exhibit A attached hereto and incorporated by reference herein. (NOTE: There is no warranty as to any of the real property described on Exhibit A which is located in the SW 1/4 of the NW 1/4 of Section 6, Township 20S, Range 1E, Shelby County, Alabama, it being expressly understood that any such property is conveyed by Quit Claim only without any warranty).

**SUBJECT TO:** (1) Taxes due in the year 2004 and thereafter; (2) Easements, restrictions, reservations and rights-of-way of record or in evidence by use; (3) Mineral and mining rights not owned by the Grantor; (4) Riparian rights, if any; (5) Any monetary amounts which may be due by virtue of the fact that the property conveyed has been under a current use assessment; (6) Current zoning classification of the property conveyed.

**RESTRICTIONS:** There shall be no mobile homes on the property conveyed herein. Also, no timber shall be cut within 50 feet of Yellow Leaf Creek.

The undersigned are all of the Members of Southland Development, LLC and represent and warrant that they have full authority to execute this conveyance.

**TO HAVE AND TO HOLD** to the said GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

And we do for ourselves and for our heirs, executors and administrators covenant with the said GRANTEES, their heirs 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 Grantees, their heirs and assigns forever, against the lawful claims of all persons.

**IN WITNESS WHEREOF**, the undersigned, Southland Development, LLC, has hereunto set his hand and seal, this the 8<sup>th</sup> day of September, 2003.

Southland Development, LLC

By: 

Connor Farmer

By: 

J. Dan Taylor

Its: Members

STATE OF ALABAMA       )  
COUNTY                 )

**LLC ACKNOWLEDGMENT**

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Connor Farmer and J. Dan Taylor as Members of Southland Development, LLC, whose name 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 this instrument, he, in their capacity as such member, executed the same voluntarily, for and as the act of said limited liability company.

Given under my hand and official seal this 8 day of Sept, 2003

  
Notary Public

My Commission Expires: 3-1-06



STATE OF ALABAMA  
SHELBY COUNTY  
SEPTEMBER 3, 2003

EXHIBIT 'A'  
South and to creek/Philips

A Parcel of land situated in the NW 1/4, NE 1/4, and SW 1/4 of Section 6, Township 20 South, Range 1 East, Shelby County, Alabama, and being more particularly described as follows:

Beginning at the NW corner of the SE 1/4 of Section 6, Township 20 South, Range 1 East, said point being the POINT OF BEGINNING; thence N87°34'20"W, a distance of 1,310.51'; thence continue westerly along said line, a distance of 77.06' to point lying on the easterly Right-of-Way of County hwy #32 to the point of curve of a non tangent curve to the right having a radius of 483.11' a central angle of 21°20'43" and subtended by a chord which bears N35°21'53"E a chord distance of 178.94' thence along said curve a distance of 179.98'; thence N46°02'14"E, a distance of 571.82' to a point of curve to the left having a radius of 516.89' and a central angle of 07°31'13" and subtended by a chord which bears N42°16'38"E a chord distance of 67.79'; thence northeasterly along the arc a distance of 67.84'; thence N40°02'42"E, a distance of 569.13' to a point of curve to the left having a radius of 516.89' and a central angle of 13°45'43" and subtended by a chord which bears N33°09'51"E a chord distance of 123.85'; thence northeasterly along the arc a distance of 124.15'; thence N26°16'59"E, a distance of 100.77' to a point of curve to the right having a radius of 483.11' and a central angle of 10°18'22" and subtended by a chord which bears N31°26'10"E a chord distance of 86.78'; thence northeasterly along the arc a distance of 86.90' to a point lying in the branch of Yellow Leaf Creek, thence S42°00'09"E leaving said Right-of-Way and along said creek a distance of 106.93'; thence S02°32'48"E, a distance of 103.36'; thence S53°53'06"W, a distance of 96.05'; thence S03°44'26"W, a distance of 41.59'; thence S24°17'59"E, a distance of 71.30'; thence S32°54'36"E, a distance of 61.60'; thence S33°45'59"W, a distance of 52.79'; thence S31°29'30"E, a distance of 74.60'; thence S11°40'07"E, a distance of 64.24'; thence S08°55'56"E, a distance of 78.91'; thence S35°05'09"W, a distance of 19.45'; thence S01°37'57"W, a distance of 19.61'; thence S33°20'20"E, a distance of 32.55'; thence S14°36'48"E, a distance of 38.86'; thence S46°04'58"E, a distance of 28.93'; thence S17°04'49"E, a distance of 65.31'; thence S58°20'38"E, a distance of 27.92'; thence S37°07'19"E, a distance of 112.07'; thence S50°12'47"E, a distance of 82.14'; thence S45°30'29"E, a distance of 29.38'; thence S83°37'48"E, a distance of 45.35'; thence N84°17'19"E, a distance of 84.14'; thence S85°28'06"E, a distance of 19.16'; thence S54°32'53"E, a distance of 43.32'; thence N37°23'57"E, a distance of 21.45'; thence N16°25'22"W, a distance of 31.18'; thence N74°57'04"E, a distance of 17.81'; thence S60°16'24"E, a distance of 41.58'; thence S82°45'27"E, a distance of 37.44'; thence S67°26'14"E, a distance of 45.49'; thence S34°24'48"E, a distance of 36.15'; thence S14°30'40"E, a distance of 35.72'; thence S29°17'58"E, a distance of 30.51'; thence S62°21'40"E, a distance of 51.84'; thence S39°21'01"E, a distance of 35.34'; thence S10°38'03"E, a distance of 112.64'; thence S51°05'50"E, a distance of 39.92'; thence S28°33'59"E, a distance of 27.26'; thence S58°55'10"E, a distance of 59.92'; thence S09°41'58"E, a distance of 45.59'; thence S39°39'22"E, a distance of 30.91'; thence S65°32'35"E, a distance of 53.52'; thence S58°35'04"E, a distance of 29.78'; thence S10°12'40"E, a distance of 22.54'; thence S53°54'08"E, a distance of 33.79'; thence S24°29'49"W, a distance of 28.29'; thence S32°43'14"E, a distance of 18.56'; thence S70°40'02"E, a distance of 60.09'; thence S26°01'42"W, a distance of 60.19'; thence S13°23'41"W, a distance of 35.48'; thence S01°51'24"E, a distance of 52.73'; thence S25°26'06"E, a distance of 44.48'; thence S05°25'21"E, a distance of 101.33'; thence S35°08'01"E, a distance of 19.93'; thence S73°19'48"E, a distance of 31.41'; thence S00°40'01"W, a distance of 82.05'; thence S28°38'45"W, a distance of 25.19'; thence S27°44'25"E, a distance of 12.49'; thence S55°38'26"E, a distance of 34.97'; thence S00°13'47"E, a distance of 52.72'; thence S59°16'53"W, a distance of 24.06'; thence N85°52'00"W, a distance of 40.07'; thence S38°16'54"W, a distance of 21.24'; thence S03°13'44"W, a distance of 33.27'; thence S17°36'34"E, a distance of 56.57'; thence S31°47'09"E, a distance of 39.88'; thence S48°13'31"E, a distance of 39.88'; thence S31°28'41"E, a distance of 43.74'; thence S04°08'40"E, a distance of 63.02'; thence S23°16'40"E, a distance of 84.21'; thence S48°58'14"E, a distance of 43.93'; thence S11°09'31"W, a distance of 34.66'; thence S25°09'26"E, a distance of 18.06'; thence S60°46'49"E, a distance of 70.29'; thence S50°58'36"E, a distance of 66.69'; thence S67°20'24"E, a distance of 237.23'; thence N88°56'00"W, a distance of 1,284.55'; thence N00°47'15"E, a distance of 1,327.13' to the POINT OF BEGINNING.