

This instrument was prepared by:

Grantees' address:  
114 Highland Drive  
Columbiana, AL 35051

William R. Justice  
P.O. Box 1144 Columbiana, Alabama 35051

**WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

**STATE OF ALABAMA**

**SHELBY COUNTY**            **KNOW ALL MEN BY THESE PRESENTS,**

That in consideration of One Hundred Sixty-six Thousand Two Hundred Three and 60/100 DOLLARS (\$166,203.60) to the undersigned GRANTOR in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, the undersigned Carolyn Edith Yawn Mann, married, and Margie Lynn Driver Yawn, as Trustee for Thomas Ray Yawn, Hollie Elizabeth Yawn, and Jessica Lynn Yawn under the will of Robert Hollis Yawn, deceased (herein referred to as GRANTOR, whether one or more) do grant, bargain, sell and convey unto Johnny M. Howard, Jr. and Pamela A. Howard (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:

A parcel of land situated in the Northeast quarter of the Southeast quarter and in the Northwest quarter of the Southeast quarter of Section 17, Township 21 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Commence at a 3/8 inch rebar found locally accepted to be the Northwest corner of the Northeast quarter of the Southwest quarter of said Section 17; thence run East along the North line of said quarter-quarter Section for a distance of 1,267.63 feet to the point of beginning; thence continue along last stated course for a distance of 37.34 feet to a 5/8 inch rebar found locally accepted to be the Northwest corner of the Northwest quarter of the Southeast quarter of said Section 17; thence turn an angle to the left of 00 degrees, 23 minutes, 56 seconds and run East along the North line of said quarter-quarter Section for a distance of 1,475.46 feet to a point on the centerline of Bees Wax Creek; thence run in a Southwesterly direction along the meanderings of the centerline of Bees Wax Creek for a distance of 1,935.47 feet to a point; thence run West for a distance of 933.76 feet to an iron pin set; thence turn an angle to the right of 88 degrees, 00 minutes, 00 seconds and run in a Northerly direction for a distance of 1,084.03 feet to the point of beginning; said parcel containing 32.21 acres, more or less. Also easement as described on Exhibit A.

Subject to easements, rights of way, and reservations of mineral and mining rights of record. **Subject to covenants and restrictions set out on attached Exhibit B.**

*WNBsc/ Darius Plaga*

The above described property does not constitute any part of the homestead of GRANTOR or GRANTOR'S spouse.

\$166,203.60 of the consideration stated above was paid by a purchase money mortgage executed simultaneously herewith.

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 GRANTOR does for GRANTOR and for GRANTOR'S heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that GRANTOR is lawfully seized in fee simple of said premises; that they are free from all encumbrances unless otherwise noted above; that GRANTOR has a good right to sell and convey the same as aforesaid; that GRANTOR will and GRANTOR'S 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.

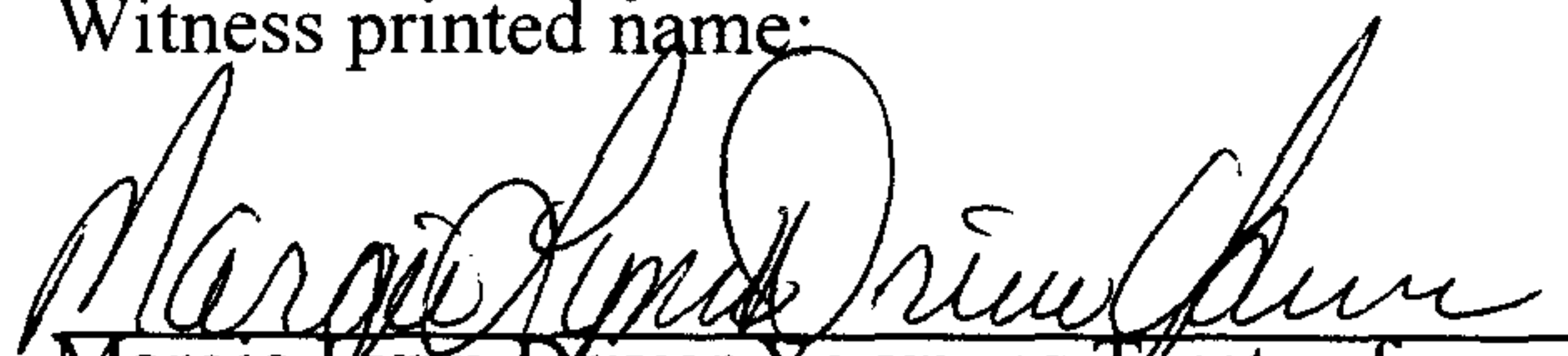
IN WITNESS WHEREOF, GRANTOR has hereunto set GRANTOR'S hand and seal, this 19 day of December, 2003.

 DAVID ORR

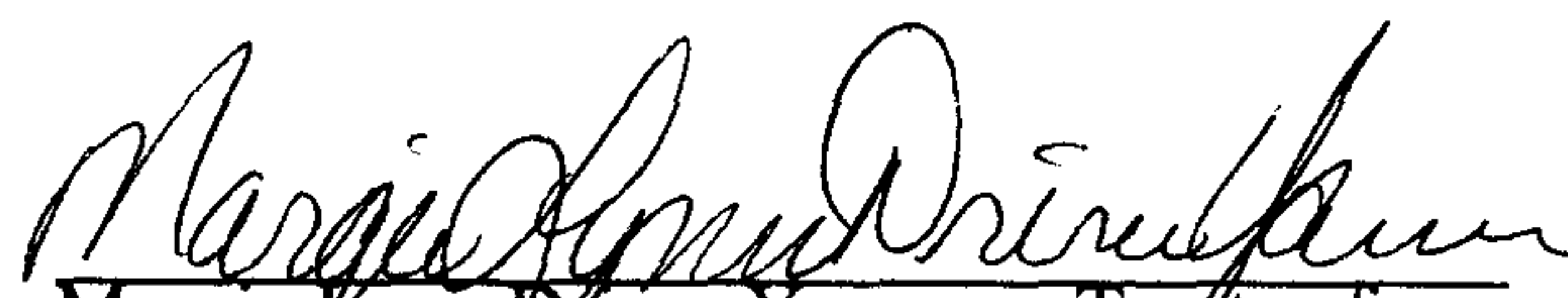
Witness to Carolyn Edith Yawn Mann  
Witness printed name:

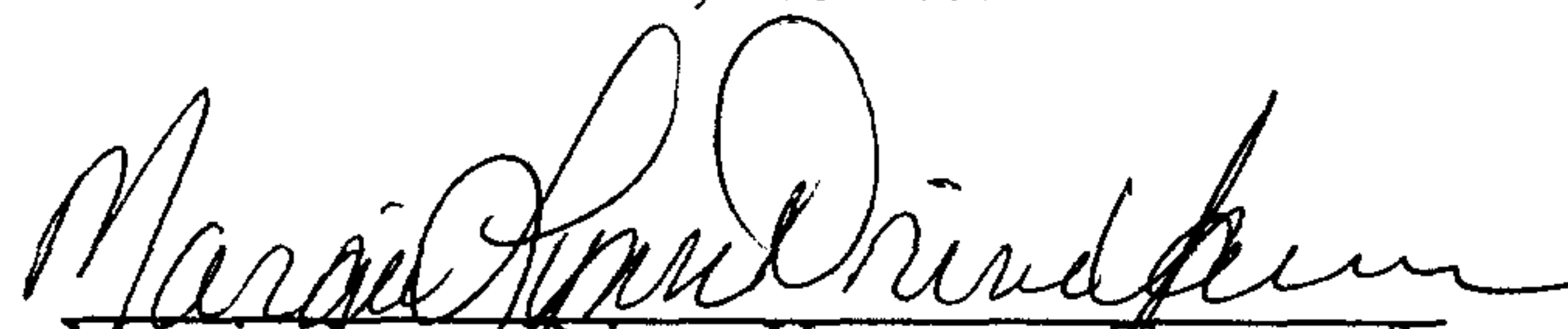
DAVID ORR

Witness to Carolyn Edith Yawn Mann  
Witness printed name:

  
Margie Lynn Driver Yawn, as Trustee for  
Thomas Ray Yawn under the Will of Robert  
Hollis Yawn, deceased

  
Carolyn Edith Yawn Mann

  
Margie Lynn Driver Yawn, as Trustee for  
Hollie Elizabeth Yawn under the Will of  
Robert Hollis Yawn, deceased

  
Margie Lynn Driver Yawn, as Trustee for  
Jessica Lynn Yawn under the Will of Robert  
Hollis Yawn, deceased



STATE OF FLORIDA  
BAY COUNTY

The foregoing instrument was acknowledged before me this \_\_\_\_ day of December, 2003,  
by Carolyn Edith Yawn Mann, married, ~~who is personally known to me~~ or who has produced \_\_\_\_  
\_\_\_\_ as identification.



Rosemarie Matteson  
My Commission DD133588  
Expires August 09, 2006

Rosemarie Matteson  
Notary public  
Notary printed name ROSEMARIE MATTESON

My commission expires:

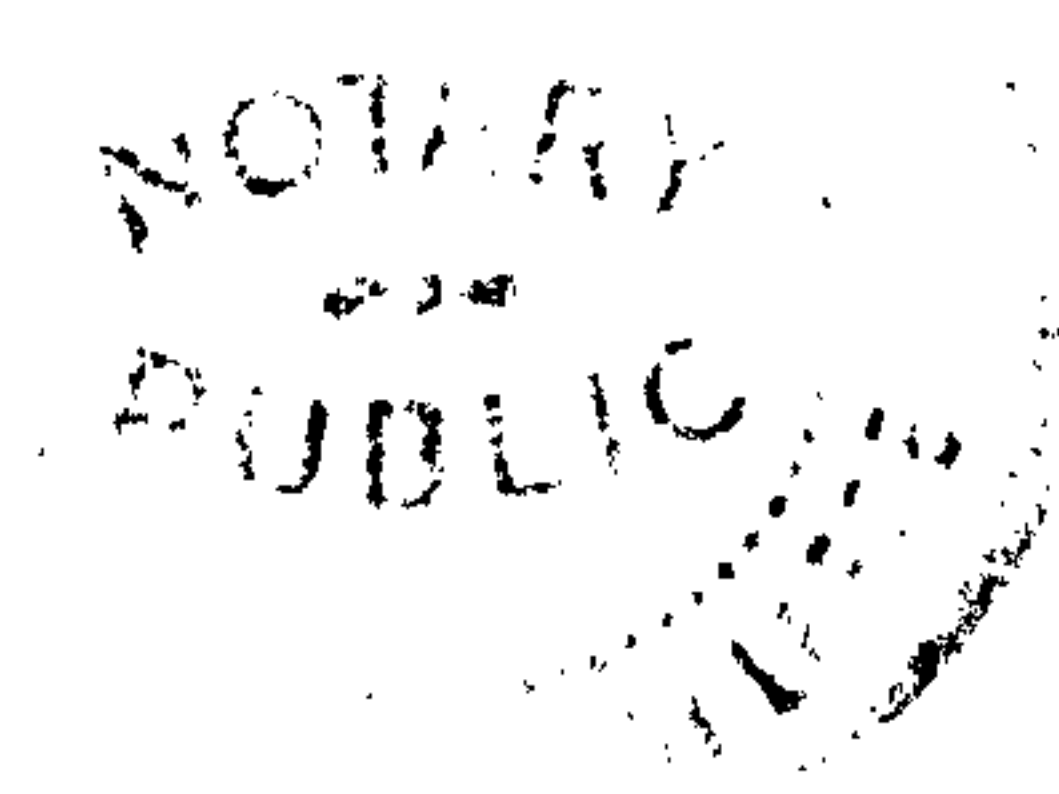
August 9, 2006

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that  
Margie Lynn Driver Yawn, whose name as Trustee for Thomas Ray Yawn, Hollie Elizabeth Yawn,  
and Jessica Lynn Yawn, under the will of Robert Hollis Yawn, deceased, 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, in her capacity as such Trustee, executed the same voluntarily  
on the day the same bears date.

Given under my hand and official seal, this the 23<sup>rd</sup> day of December, 2003.

William R. Jentz  
Notary Public



## EXHIBIT A

A 60 foot easement for ingress and egress and utilities, situated in Section 17 and 20, Township 21 South, Range 1 East, Shelby County, Alabama, lying 30 feet each side of a centerline, being more particularly described as follows:

Commence at a 3/8 inch rebar found locally accepted to be the Northwest corner of the Northeast quarter of the Southwest quarter of said Section 17; thence run East along the North line of said quarter-quarter section for a distance of 1,267.63 feet to an iron pin set; thence turn an angle to the right of 87 degrees, 36 minutes, 38 seconds and run in a Southeasterly direction for a distance of 1,084.03 feet to a point; thence turn an angle to the left of 88 degrees, 00 minutes, 00 seconds and run in an Easterly direction for a distance of 30.02 feet to the point of beginning; thence turn an angle to the right of 88 degrees, 00 minutes, 00 seconds and run in a Southeasterly direction for a distance of 85.95 feet to a point; thence turn an angle to the right of 02 degrees, 59 minutes, 42 seconds and run in a Southwesterly direction for a distance of 307.01 feet to a point on a curve to the left, having a central angle of 25 degrees, 40 minutes, 07 seconds a radius of 520.00 feet; thence run in a Southeasterly direction along the arc of said curve for a distance of 232.96 feet to a point on a reverse curve to the right, having a central angle of 43 degrees, 55 minutes, 07 seconds and a radius 185.00 feet; thence run in a Southeasterly to Southwesterly direction along the arc of said curve for a distance of 141.81 feet to a point; thence run tangent to last stated curve in a Southwesterly direction for a distance of 47.64 feet to a point on a curve to the left, having a central angle of 18 degrees, 18 minutes, 23 seconds and a radius of 150.00 feet; thence run in a Southwesterly direction along the arc of said curve for a distance of 47.93 feet to a point; thence run tangent to last stated curve in a Southwesterly direction for a distance of 201.55 feet to a point on a curve to the right, having a central angle of 07 degrees, 38 minutes, 50 seconds and a radius of 280.00 feet; thence run in a Southwesterly direction along the arc of said curve for a distance of 37.37 feet to a point; thence run tangent to last stated curve in a Southwesterly direction for a distance of 363.49 feet to a point on a curve to the left, having a central angle of 98 degrees, 26 minutes, 18 seconds and a radius of 100.00 feet, thence run in a Southwesterly to Southeasterly direction along the arc of said curve for a distance of 171.81 feet to a point; thence run tangent to last stated curve in an Easterly direction for a distance of 491.30 feet to a point on a curve to the right, having a central angle of 59 degrees, 48 minutes, 18 seconds and a radius of 207.12 feet; thence run in a Southeasterly direction along the arc of said curve for a distance of 216.19 feet to a point; thence run tangent to last stated curve in a Southeasterly direction for a distance of 66.51 feet to the North right of way line of Shelby County Highway No. 30 and the end of said easement.

Grantee shall contribute ratably with the other easement owners in the subdivision to the cost of any materials and labor used in the repair and maintenance of the easement, drainage facilities, and structures associated therewith



EXHIBIT B  
COVENANTS & RESTRICTIONS

1. Minimum building set back line shall be no less than 100 feet from any property line.
2. There shall be no further division of lands herein described, except that GRANTEE shall be allowed to divide this property one time, with a minimum division of no less than 10 acres. GRANTEE is aware that permission must be obtained from Shelby County Planning Department for division. Purchaser shall be allowed to sell a portion of this property to adjoining property owners Larry and Linda Bristow.
3. It shall be the responsibility of each owner to prevent the occurrence of any unclean, unsightly refuse or garbage on the described parcels.
4. No one story dwelling house of less than 2000 square feet of heated area, exclusive of porches, carports, basements and decks or terraces and no one and one-half or two story dwellings having less than 2600 square feet of heated area shall be erected on any parcel.
5. No detached outbuilding, storage building or garage shall be erected closer to the street than the front of the dwelling.
6. No trailers, temporary buildings, garages or other buildings shall be built and used for residence purposes prior to the completion of a dwelling on said lots. All residences shall be site-built homes. No mobile homes, modular homes or manufactured homes are allowed.
7. No unused or inoperable vehicles or water craft shall be stored on the property unless stored in a garage or outbuilding.
8. If any person shall violate or attempt to violate any of the covenants and restrictions contained herein, it shall be lawful for any person or persons owning any of the adjoining parcels to prosecute any proceedings at law or in equity, against the person or persons violating any such covenants and restrictions, and either to prevent him or them from doing or to recover damages for such violation. It being understood that this right extends not only to the present owners of said property, but also to any future property owners therein.
9. Property shall be used for residential purposes only. No commercial uses are permitted.