

This Instrument Was Prepared By:  
John R. Holliman, Esq.  
2491 Pelham Parkway  
Pelham, Alabama 35124

\$707,209.00

STATE OF ALABAMA

LLC WARRANTY DEED, JOINTLY  
LIFE WITH REMAINDER TO SURVIVOR

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, That in consideration of other good and valuable considerations and the sum of Ten and no/100 (\$10.00) Dollars to the undersigned GRANTOR in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, J.O. Lunceford, LLC, an Alabama Limited Liability Company, (hereinafter referred to as GRANTOR), does hereby grant, bargain, sell and convey unto Anthony John Oddo, Jr. and Rebecca L. Oddo, husband and wife, (hereinafter 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 the County of Shelby and State of Alabama, to-wit:

See attached Exhibit A for legal description which is hereby incorporated by reference as though fully set out herein.

This conveyance is hereby made subject to restrictions, easements and rights of way of record in the Probate Office of Shelby County, Alabama.

\$1,600,000.00 was paid from a first mortgage recorded herewith.

Send Tax Notice to:

1542 SEMINOLE CIR  
HELVA AL 35080

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining in fee simple.

TO HAVE AND TO HOLD the same unto 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 said GRANTOR does for itself and its successors and assigns covenants with the said GRANTEES, their heirs and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted above, that they are entitled to the immediate possession thereof; that it has a good right to sell and convey the same as aforesaid; that it will and its successors and assigns 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 has hereunto set its signature by James O. Lunceford its Member on this the 23RD day of DECEMBER, 2003.

J.O. Lunceford, LLC

  
James O. Lunceford, Member

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a notary public in and for said county in said state, hereby certify that James O. Lunceford as Member of J.O. Lunceford, LLC 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 duly authorized officer executed the same voluntarily for and as the act of said LLC.

Given under my hand and official seal this the 23RD day of DECEMBER, 2003.

  
Notary Public

My Commission Expires:

08 29 06



Parcel II:

Lot 2-A, according to the Map and Survey of Jim Lunceford's Resurvey of Oak Mountain Centre, as recorded in Map Book 32, Page 54, in the Probate Office of Shelby County, Alabama.

Parcel III:

An undivided  $\frac{1}{3}$  interest in that part of Lot 4, according to the Survey of Oak Mountain Centre, as recorded in Map Book 32, Page 38, in the Office of the Judge of Probate of Shelby County, Alabama designated as the Sign Easement and being more particularly described as follows:

A part of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ , Section 31, Township 19 South, Range 2 West, Shelby County, Alabama and more particularly described as follows:

Begin at the Southwest corner of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence South 87 degrees 55 minutes 46 seconds East along the South line of said  $\frac{1}{4}$ - $\frac{1}{4}$  for a distance of 1228.07 feet to a point on the right of way for Highway 31; thence North 08 degrees 00 minutes 36 seconds East along said right of way for a distance of 59.09 feet to the point of beginning; thence North 08 degrees 00 minutes 36 seconds East along said right of way for a distance of 20.00 feet to a point on a curve to the left with a radius of 210.00 feet, a delta angle of 5 degrees 28 minutes 13 seconds, chord bearing North 85 degrees 41 minutes 44 seconds West, a chord length of 20.04 feet; thence along said arc 20.05 feet, thence South 08 degrees 00 minutes 36 seconds West for a distance of 18.70 feet; thence South 81 degrees 59 minutes 24 seconds East for a distance of 20.00 feet, which is the point of beginning.

*Joe*  
*AJO*

Subject to the following restrictive covenants which shall run with the land and shall be binding on Grantee(s) and his, her or its respective heirs, representatives, successors and assigns.

1. No structure shall be built or placed on Lot 2A of Oak Mountain Centre over the center line of such lot and shall be placed on the North ½ of such lot.
2. No structure, fence, wall, hedge or obstruction of any kind shall be built or placed on Lot 2A of Oak Mountain Centre which blocks the visibility of the structure placed on Lot 3 from U.S. Highway 31.
3. The property conveyed shall be used only for those purposes permitted by the zoning laws and ordinances of the City of Pelham, Alabama.



WILLIAM SHOCKLEY & KELLEY  
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1000 N. GULF BLVD.  
F. 1000 N. GULF BLVD. AT OAK MOUNTAIN  
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