



20040928000534510 Pg 1/4 53.00  
Shelby Cnty Judge of Probate, AL  
09/28/2004 08:46:00 FILED/CERTIFIED

This instrument was prepared by:

Grantees' address:  
1840 Highway 49  
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 Fifty Thousand and no/100 DOLLARS (\$150,000.00) 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 Phillip E. McGraw and Molly T. McGraw (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 Southwest 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 Northwest quarter of the Southwest quarter of said Section 17; thence run South along the West line of said quarter-quarter Section for a distance of 504.00 feet to an iron pin set at the point of beginning; thence continue along last stated course for a distance of 1,243.00 feet to an iron pin set; thence turn an angle to the left of 104 degrees, 12 minutes, 51 seconds and run in a Northeasterly direction for a distance of 328.03 feet to an iron pin set; thence turn an angle to the left of 15 degrees, 51 minutes, 06 seconds and run in a Northeasterly direction for a distance of 213.60 feet to an iron pin set; thence turn an angle to the left of 02 degrees, 04 minutes, 06 seconds and run in a Northeasterly direction for a distance of 167.81 feet to an iron pin set; thence turn an angle to the left of 28 degrees, 49 minutes, 25 seconds and run in a Northeasterly direction for a distance of 212.73 feet to an iron pin set; thence turn an angle to the right of 19 degrees, 02 minutes, 25 seconds and run in a Northeasterly direction for a distance of 286.89 feet to a point; thence turn an angle to the left of 48 degrees, 04 minutes, 57 seconds and run in a Northerly direction for a distance of 200.00 feet to an iron pin set; thence turn an angle to the left of 51 degrees, 52 minutes, 17 seconds and run in a Northwesterly direction for a distance of 629.30 feet to an iron pin set; thence turn an angle to the left of 38 degrees, 07

WBS  
Real Estate



minutes, 43 seconds and run in a Westerly direction for a distance of 466.68 feet to the point of beginning; said parcel of land containing 20.000 acres, more or less.

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 A.**

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

\$120,000.00 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 24th day of September, 2004.



Witness to Carolyn Edith Yawn Mann

Witness printed name:

Lynne Windsor



Witness to Carolyn Edith Yawn Mann

Witness printed name: Wilbur Campbell

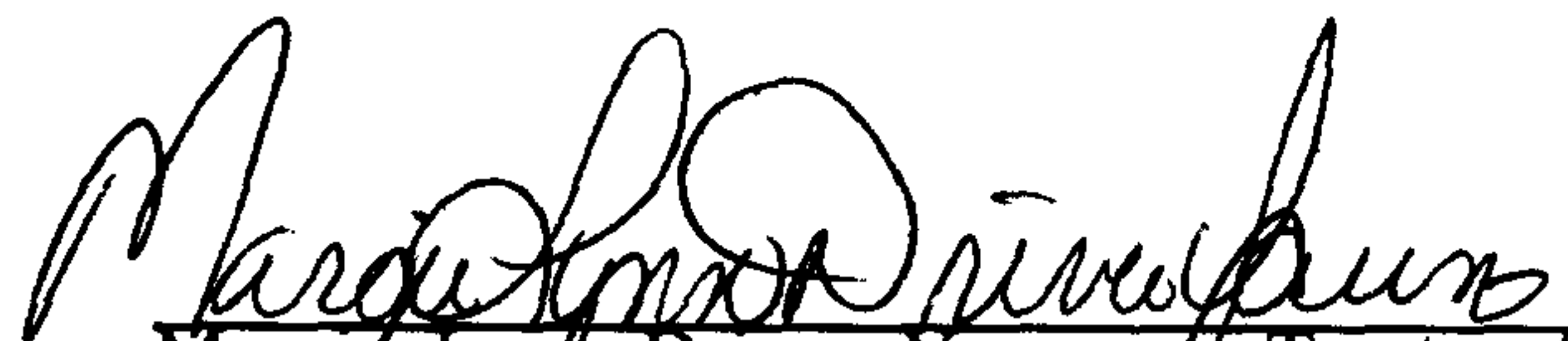


Margie Lynn Driver Yawn, as Trustee for Thomas Ray Yawn under the Will of Robert Hollis Yawn, deceased

  
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 21st day of September, 2004, by Carolyn Edith Yawn Mann, married, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Rosemarie Matteson  
Notary public  
Notary printed name ROSEMARIE MATTESON

My commission expires:



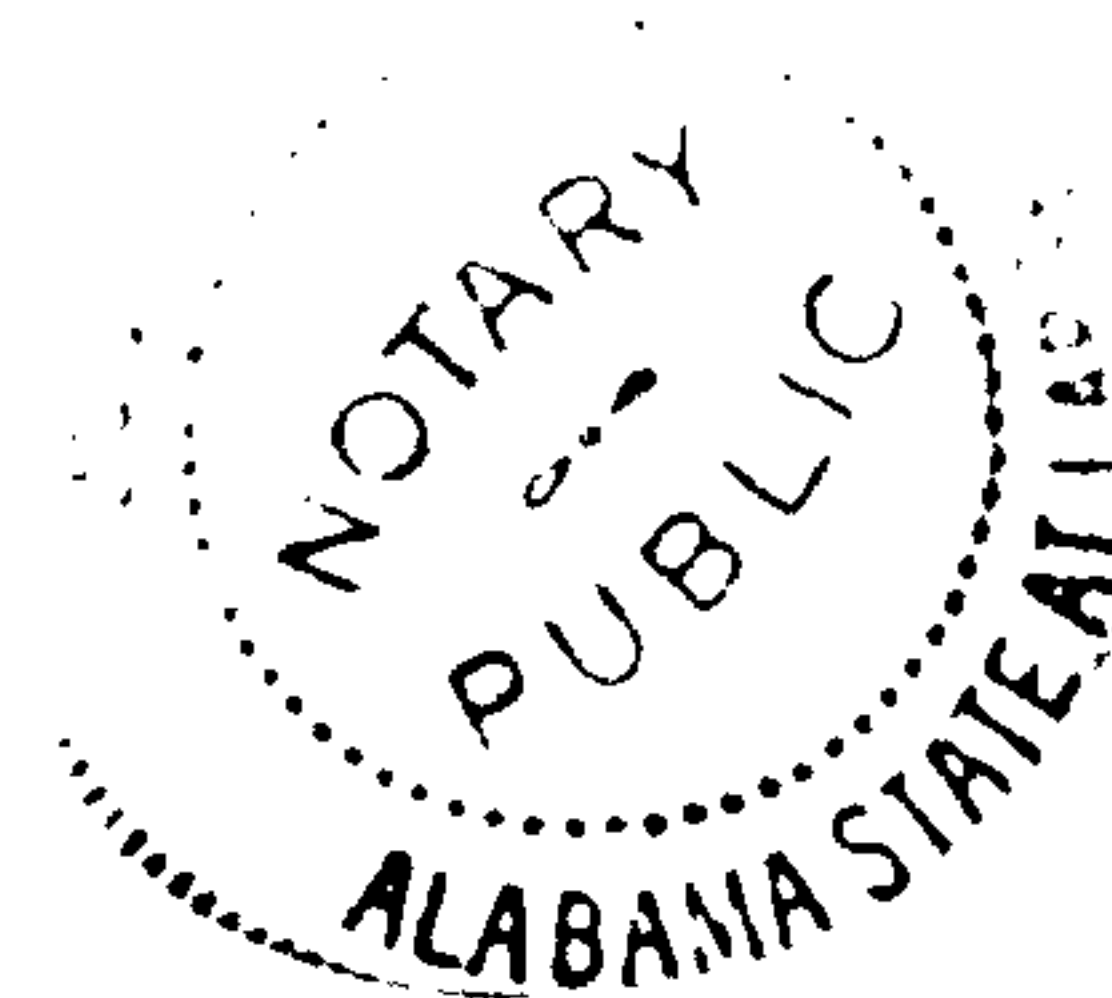
Rosemarie Matteson  
My Commission DD133588  
Expires August 09, 2006

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 27th day of September, 2004.

Judy R Davis  
Notary Public





## EXHIBIT A

### 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.
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, **except that a barn or outbuilding may be erected on the Alston Farm Road side of the dwelling so as not to be located between the dwelling and the lake.**
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.

### RESTRICTIONS ON LAKE USAGE

1. No persons other than owners of property which touches the lake, or members of their household, may use the lake.
2. No mechanically-powered devices, including but not limited to gasoline powered motors, personal watercraft, and jetskis, may be used on the lake. Canoes and johnboats are permitted. No vessels longer than 16 feet are permitted.
3. No irrigation systems or similar equipment may pump water from the lake.
4. No boathouses or other structures may be built which project into the lake, other than a pier or walk which may project no more than three (3) feet into the lake and which are no larger than 60 square feet in surface area per lot, **except that a longer pier may be constructed if necessary to access adequate water depth (Grantor and Grantee to agree on length).** No other above-ground structure may be placed closer than 50 feet to the shore of the lake without specific written approval of the majority of the property owners entitle to use the lake..
5. Maintenance of the lake shall be shared by owners of property adjoining the lake. They shall contribute ratably to the cost of any materials and labor used in the repair and maintenance of the lake and structures associated therewith.