



This instrument was prepared by:

Grantee's address:  
P.O. Box 407  
Columbiana, AL 35051

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

**WARRANTY DEED**

**STATE OF ALABAMA**

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

That in consideration of Ninety Thousand and no/100 DOLLARS (\$90,000.00) to the undersigned GRANTOR in hand paid by the GRANTEE 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 Nancy T. Reddell (herein referred to as GRANTEE, whether one or more) the following described real estate situated in SHELBY County, Alabama to-wit:

Parcel II:

The South half of the Southeast quarter of the Northwest quarter of Section 17, Township 21 South, Range 1 East, Shelby County, Alabama.

Subject to easements, rights of way, and reservation of minerals 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.

\$72,000.00 of the consideration stated above was paid by a purchase money mortgage executed simultaneously herewith.

TO HAVE AND TO HOLD to the said GRANTEE, his, her or their heirs and assigns forever.

And GRANTOR does for GRANTOR and for GRANTOR'S heirs, executors, and administrators covenant with the said GRANTEE and GRANTEE'S 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

*JWB sc / Real Est*

shall warrant and defend the same to the said GRANTEE and GRANTEE'S heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, GRANTOR has hereunto set GRANTOR'S hand and seal, this 18<sup>th</sup> day of November, 2004.

Lynne Windsor  
Witness to Carolyn Edith Yawn Mann  
Witness printed name: Lynne Windsor

Wilbur Campbell  
Witness to Carolyn Edith Yawn Mann  
Witness printed name: Wilbur Campbell

Carolyn Edith Yawn Mann  
Carolyn Edith Yawn Mann

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

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

Margie Lynn Driver Yawn  
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 8 day of November, 2004, 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

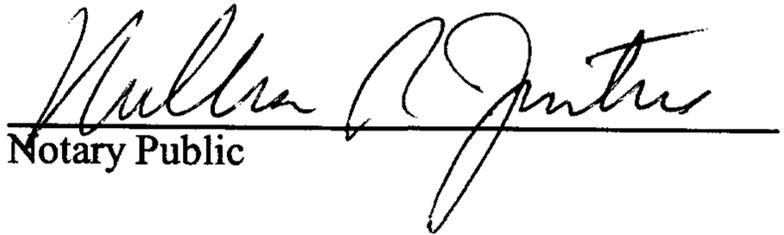
Rosemarie Matteson  
Notary public  
Notary printed name ROSEMARIE MATTESON

My commission expires: 8/9/06

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 18<sup>th</sup> day of November, 2004.

  
\_\_\_\_\_  
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.
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.