This instrument was prepared by:
Michael T. Atchison, Attorney at Law, Inc.
101 West College
Columbiana, AL 35051

Send Tax Notice To: Scott V. Owen

POBOX 1147 COLUMBIANAFAC 35051

WARRANTY DEED

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS:

20080320000114290 1/3 \$18.00 Shelby Cnty Judge of Probate, AL 03/20/2008 02:55:03PM FILED/CERT

SHELBY COUNTY

That in consideration of One Hundred Sixty Five Thousand dollars and Zero cents (\$165,000.00) to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we, Johnny Howard Sr. and Sara H. Howard, husband and wife, (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto Scott V. Owen (herein referred to as grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO TAXES FOR 2008 AND SUBSEQUENT YEARS, EASEMENTS, RESTRICTIONS, RIGHTS OF WAY, AND PERMITS OF RECORD.

\$165,000.00 OF THE ABOVE RECITED CONSIDERATION WAS PAID FROM A MORTGAGE RECORDED SIMULTANEOUSLY HEREWITH.

\$0.00 OF THE ABOVE RECITED CONSIDERATION WAS PAID FROM A SECOND MORTGAGE RECORDED SIMULTANEOUSLY HEREWITH.

THIS PROPERTY CONSTITUTES NO PART OF THE GRANTOR, OR OF HIS/HER/THEIR SPOUSE(S).

IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s), this 17th day of March 2008.

SUBJECT TO RESTRICTIONS AS SET FORTH IN EXHIBIT "B" ATTACHED HERETO. TO HAVE AND HOLD to the said grantee, his, her or their heirs and assigns forever.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (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 person.

(SEAL)

Johnny H oward Sr.

(SEAL)

Sara H. Howard

(SEAL)

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for the said County, in said State, hereby certify that Johnny Howard Sr. and Sara H. Howard whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17th day of March 2008.

Notary Public V

My Commission Expires: 10/16/08

General Acknowledgment

EXHIBIT A

200803200000114290 2/3 \$18.00 Shelby Cnty Judge of Probate, AL 03/20/2008 02:55:03PM FILED/CERT

PARCEL III:

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

Begin at an iron pin found locally accepted to be the Southwest corner of the Southeast quarter of the Southwest quarter of said Section 17; thence run North along the West line of said Quarter-quarter Section for a distance of 705.59 feet to an iron pin found; thence turn an angle to the right of 90 degrees 31 minutes 48 seconds and run in an Easterly direction for a distance of 1,344.85 feet to an iron pin found; thence turn an angle to the right of 90 degrees 55 minutes 33 seconds and run in a Southerly direction for a distance of 176.42 feet to an iron pin set 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 an iron pin set; thence run tangent to last stated curve in a Southwesterly direction for a distance of 363.49 feet to an iron pin set; 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 an iron pin set; thence turn an angle to the right from the chord of last stated curve of 40 degrees 46 minutes 51 seconds and run in a Southerly direction for a distance of 30.00 feet to an iron pin set on the South line of said Section 17; thence turn an angle to the right of 90 degrees 22 minutes 51 seconds and run in a Westerly direction along said South line for a distance of 1,376.83 feet to the point of beginning. Situated in Shelby County, Alabama.

Together with a non-exclusive 60-foot easement for ingress and egress and utilities, situated in Sections 17 and 20, Township 21 South, Range 1 East, Shelby County, Alabama, lying 30-foot 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 of 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 appoint; 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.

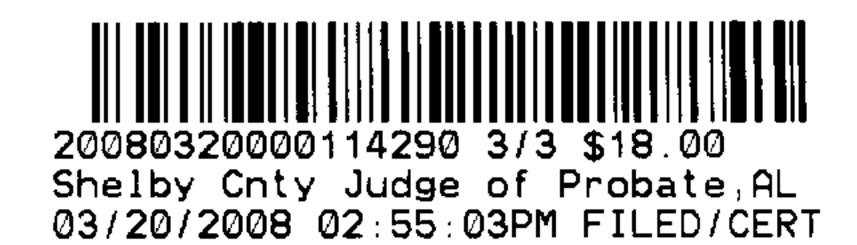


EXHIBIT B

COVENANTS & RESTRICTIONS

- 1. Minimum building set back line shall be no less than 100 feet from any property line.
- 2. It shall be the responsibility of each owner to prevent the occurrence of any unclean, unsightly refuse or garbage on the described parcels.
- 3. 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.
- 4. No detached outbuilding, storage building or garage shall be erected closer to the street than the front of the dwelling.
- 5. 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.
- 6. No unused or inoperable vehicles or water craft shall be stored on the property unless stored in a garage or outbuilding.
- 7. 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.
- 8. Property shall be used for residential purposes only. No commercial uses are permitted.