

\*\*\* Re-recorded to add easement description.

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

Send Tax Notice To: Allen Rodgers  
160 Highland View Drive  
Birmingham, AL 35242

LIMITED LIABILITY CORPORATION FORM WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA

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KNOW ALL MEN BY THESE PRESENTS,

COUNTY OF SHELBY

That in consideration of One Hundred Forty Five Thousand dollars and Zero cents (\$145,000.00) to the undersigned grantor, Mountain Top Investors, LLC a limited liability company, (herein referred to as GRANTOR), in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto Allen Rodgers and Debreda Rodgers (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:

PARCEL 1:

Begin at the NW corner of above said SE ¼ of the NW ¼, said point being the POINT OF BEGINNING; thence South 00 degrees 00 minutes 42 seconds East, a distance of 660.85 feet; thence South 88 degrees 53 minutes 55 seconds East, a distance of 1,329.44 feet; thence North 00 degrees 03 minutes 54 seconds West, a distance of 659.25 feet; thence North 88 degrees 49 minutes 46 seconds West, a distance of 1,328.86 feet to the POINT OF BEGINNING.

ALSO AND INCLUDING a 20' Ingress/Egress and Utility Easement lying 10' either side of and parallel to the following described centerline:

See attached easement description

Subject to taxes for 2008 and subsequent years, easements, restrictions, rights of way, and permits of record.

\$0.00 of the above recited consideration was paid from a mortgage recorded simultaneously herewith.

Deed Restriction:

All Lots in the Property shall be known, used and described as residential Lots and shall be used for single family residential purposes exclusively, and for no other purpose. No more than one (1) detached single family residence dwelling consisting of no less than 1600 sq. feet of enclosed, heated, habitable areas will be allowed.

No mobile homes or trailers, no cell towers or antennas will be allowed.

No concrete block, cinder block or concrete shall be used as an exposed building surface.

It shall be the responsibility of each Owner to prevent any unclean or unsightly conditions of buildings or grounds which shall tend to decrease the beauty of the neighborhood as a whole.

No more than three (3) outside pets per dwellings shall be permitted.

No building shall be erected or placed within 50 feet of the existing private driveway going to and through the property. No vehicles of any kind shall be parked within 50 feet of the existing easement/driveway.

Any damage to the private driveway, or the surface or foundation thereof that might occur as a result of the owner's construction or other activities shall be promptly corrected and repaired to original condition by the owner of the parcel at owner's expense.

No trash, garbage, rubbish, refuse, waste or other debris of any kind shall be dumped, placed or permitted to accumulate on any portion of the property.

No boat, boat trailer, house trailer, truck, camper or similar equipment or vehicle shall be parked or stored on any road, street, driveway, yard or lot located at the property or otherwise be visible from any street for any period of time in excess of twenty-four (24) hours except in enclosed garages. Also, no unkept, unoperational, unmaintained or otherwise unattractive vehicle or piece of equipment may be parked or stored on the property.

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 said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEES, their heirs and assigns, that is lawfully seized in fee simple of said premises, that they are free from all encumbrances, that it has a good right to sell and convey the same as aforesaid, and that it will and its successors and assigns shall, warrant and defend the same to the said GRANTEES, their heirs, executors and assigns forever, against the lawful claims of all persons.

20080909000358090 1/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
09/09/2008 11:11:37AM FILED/CERT

Shelby County, AL 08/19/2008  
State of Alabama

Deed Tax: \$145.00

20080819000332920 1/2 \$159.00  
Shelby Cnty Judge of Probate, AL  
08/19/2008 10:46:43AM FILED/CERT



IN WITNESS WHEREOF, the said GRANTOR, by its members, who are authorized to execute this conveyance, has hereto set their signatures and seal, this the 14th day of August, 2008.

Mountain Top Investors, LLC

Frank C. Ellis III - Member  
Frank C. Ellis, III, Member

Michael McDonald Strong  
Michael McDonald Strong, Member

Shannon Kilgore  
By: Frank C. Ellis III as Attorney in Fact  
Shannon Kilgore, Member  
By: Frank C. Ellis, III as Attorney in Fact as  
recorded in Inst.  
20080819000332910 in the  
Probate Office of Shelby County, Alabama.

STATE OF ALABAMA


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COUNTY OF SHELBY

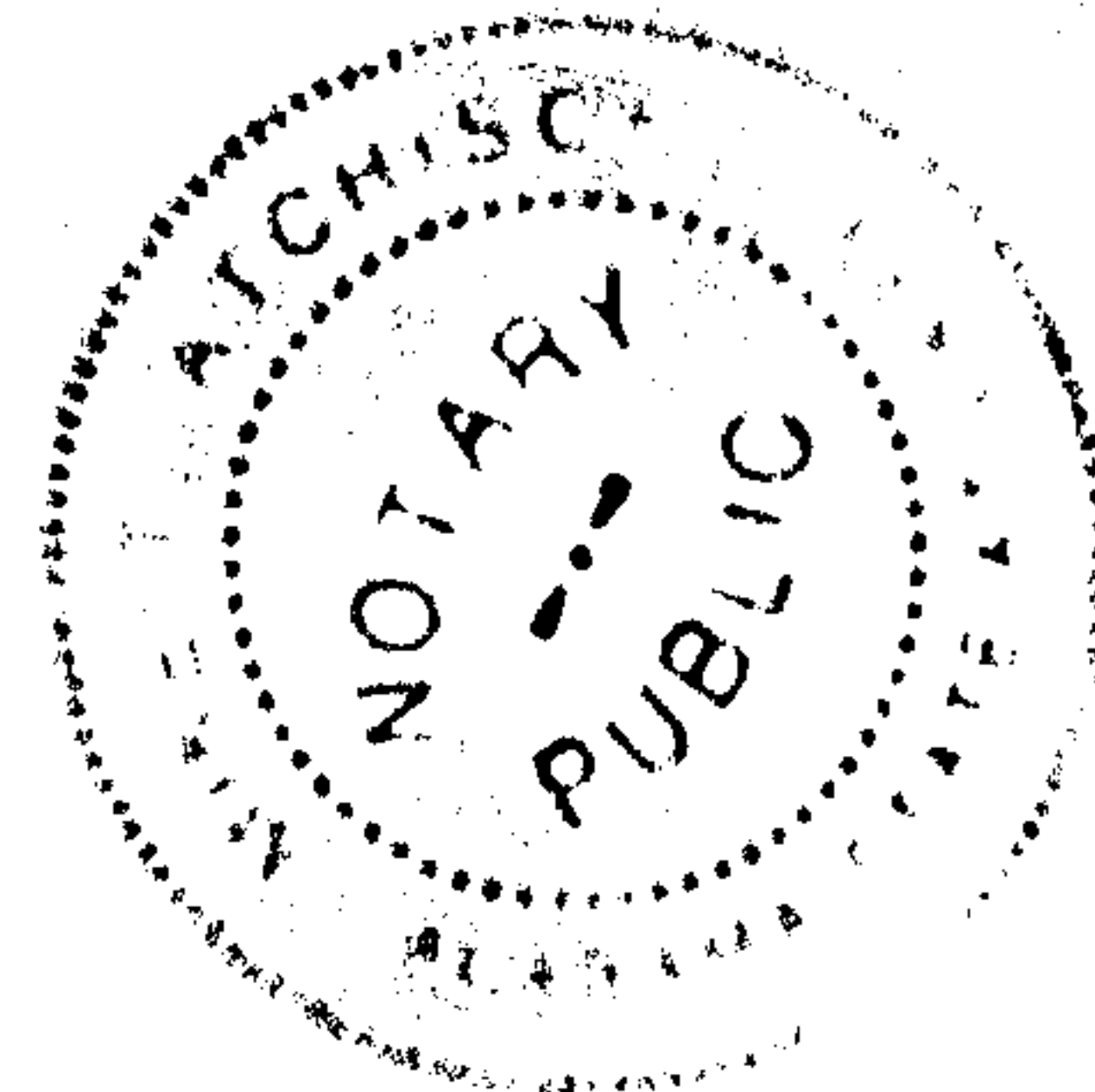
I, the undersigned, a Notary Public in and for the said County in said State, hereby certify that Frank C. Ellis, III, Shannon Kilgore by Frank C. Ellis, III as Attorney in Fact and Michael McDonald Strong, whose name as members of Mountain Top Investors, LLC, a limited liability company, is signed to 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 officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

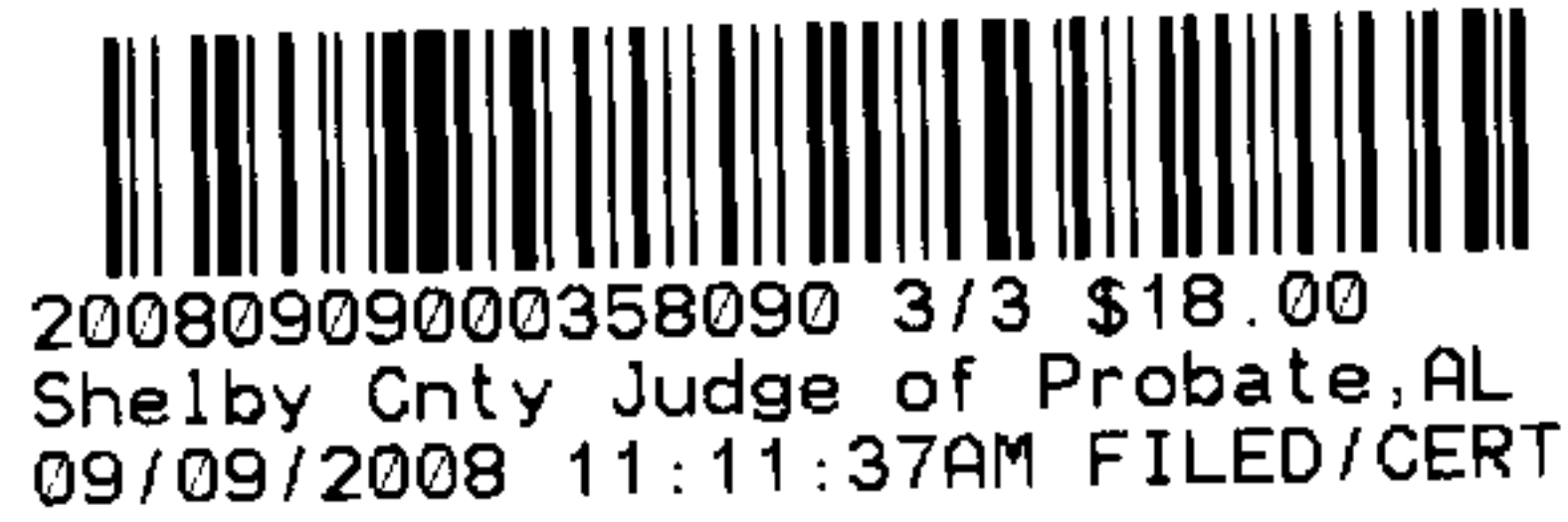
Given under my hand and official seal, this the 14<sup>th</sup> day of August 2008.

[Signature]  
Notary Public  
My Commission Expires: 10/16/08

  
20080819000332920 2/2 \$159.00  
Shelby Cnty Judge of Probate, AL  
08/19/2008 10:46:43AM FILED/CERT

  
20080909000358090 2/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
09/09/2008 11:11:37AM FILED/CERT





Commence at the NW corner of above said SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ ; thence South 00 degrees 00 minutes 42 seconds East, a distance of 1,321.70 feet; thence South 00 degrees 02 minutes 47 seconds West, a distance of 330.43 feet; thence South 89 degrees 00 minutes 08 seconds East, a distance of 192.50 feet; thence North 02 degrees 58 minutes 03 seconds West, a distance of 5.85 feet to the POINT OF BEGINNING OF SAID CENTERLINE; thence North 31 degrees 46 minutes 11 seconds East, a distance of 106.02 feet; thence North 24 degrees 55 minutes 51 seconds East, a distance of 290.15 feet; thence North 08 degrees 17 minutes 35 seconds East, a distance of 74.25 feet; thence North 05 degrees 46 minutes 11 seconds West, a distance of 92.28 feet; thence North 06 degrees 10 minutes 32 seconds East, a distance of 53.10 feet; thence North 25 degrees 51 minutes 35 seconds East, a distance of 126.05 feet; thence North 35 degrees 36 minutes 51 seconds East, a distance of 115.43 feet; thence North 18 degrees 13 minutes 40 seconds East, a distance of 116.42 feet; thence North 30 degrees 59 minutes 10 seconds East, a distance of 102.11 feet to the POINT OF ENDING OF SAID CENTERLINE.

According to the survey of Rodney Shiflett, dated December 27, 2006.