

20091216000460940 1/5 \$28.00  
Shelby Cnty Judge of Probate, AL  
12/16/2009 01:48:00 PM FILED/CERT

Shelby County, AL 12/16/2009

State of Alabama

Deed Tax : \$5.00

This Instrument Was Prepared By:  
HOLLIMAN LAW FIRM  
2491 Pelham Pkwy, 205-663-0281  
Pelham, Al 35124

\$15,000.00

STATE OF ALABAMA  
COUNTY OF SHELBY

WARRANTY DEED

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 GRANTORS in hand paid by the GRANTEE herein, the receipt of which is hereby acknowledged, George B. Norton and Levada N. Norton, husband and wife, (hereinafter referred to as GRANTORS), do hereby grant, bargain, sell and convey unto Keith Ginwright, the following described real estate situated in the County of Shelby and State of Alabama, to-wit:

See Exhibit "A" attached hereto and made a part hereof for the complete legal description of the property being conveyed by this instrument.

This conveyance is hereby made subject to restrictions as shown on Exhibit B and Exhibit C, easements and rights of way of record in the Probate Office of Shelby County, Alabama.

\$10,000.00 of the purchase price was paid from a purchase money first mortgage recorded herewith.

Grantee's address: 131 FERNWOOD DRIVE  
BESSIE MER, AL 35022

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

And said GRANTORS do for themselves, their successors and assigns covenant with the said GRANTEE, his heirs and assigns, that GRANTORS are 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 GRANTORS have a good right to sell and convey the same as aforesaid; that GRANTORS will and their heirs and assigns shall, warrant and defend the same to the said GRANTEE, their heirs and

assigns forever, against The lawful claims of all persons. I N  
WITNESS WHEREOF, we have hereunto set our hands and seals on this  
the 8<sup>th</sup> day of December, 2009.

George B. Norton  
George B. Norton

Levada N. Norton  
Levada N. Norton

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a notary public in and for said county  
in said state, hereby certify that George B. Norton and Levada N.  
Norton, husband and wife, 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 the 8<sup>th</sup> day of  
December, 2009.

[Signature]  
Notary Public

My Commission Expires:

8-29-10



**EXHIBIT "A"**



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A parcel of land located in the West 1/2 of the NE 1/4, Section 1, Township 21 South, Range 5 West, Shelby County, Alabama, described as follows: Commence at the Southeast corner of the West 1/2 of the NE 1/4 of said Section and run North 89 deg 16 min. 40 sec. West along the South boundary 574.54 feet; thence run North 00 deg. 05 min. 16 sec. West 1317.48 feet to an iron pin and the point of beginning of this description; thence continue along the same line North 00 deg. 05 min. 16 sec. West 176.0 feet to an iron pin; thence run South 89 deg. 13 min. 40 sec. East 247.54 feet to an iron pin; thence run South 00 deg. 22 min. 29 sec. West 176.31 feet to an iron pipe; thence run North 89 deg. 09 min. 07 sec. West 246.12 feet to the point of beginning. According to a survey by Roger Moore Prof. LS Reg. No. 13185, dated 8-19-2009.

Together with the Rights of Ingress and Egress as set out in that certain Easement and Right of way Agreement in Inst# 1992-25364.




Exhibit "B"

The restrictive covenants shall provide for no trailers and no mobile homes to be placed on the property. The restrictive covenants shall further provide that the minimum square footage to be used, in the event a single-family residence is constructed, shall be a minimum of 1,500 square feet, if one-level. If a multi-level, single-family residence is constructed, there shall be at least 1,400 square feet on the main level, and this shall not include any part of a basement area. The parties agree that any further division of the property owned by either the seller or the purchaser shall not be sub-divided in any parcel less than three (3) acres in size.

RAY  
ZPB

JBN  
LN

Exhibit "C"

  
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The parties to this contract agree that all property owners, whose property connect to the access road, shall share equally the cost of future maintenance of that road. The referred to "equal" share shall be 1/7th of the total \*cost. Such routine maintenance shall consist of the scraping of said road by a qualified operator once or twice every twelve (12) months. Only if deemed necessary and agreed upon by all parties will additional steps of maintenance or improvements be taken, in which case all parties agree to share equally in resulting costs. In any case, no charge shall be made in excess of actual cost of such maintenance or improvement and shall be due only upon completion of each job. Every effort will be made by the seller to keep cost of such work at a minimum. If at any time Shelby County should agree to maintain said road at no cost, the above assessment shall be dropped in its entirety.

*TSK* *gkm*  
*APB* *LM*