

STATE OF ALABAMA

Mail tax notice to:

COUNTY OF SHELBY

**Corporate Statutory Warranty Deed,
Jointly With Rights of Survivorship**

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of \$159,220.50 (One Hundred and Fifty Nine Thousand and Two Hundred and Twenty Dollars and 50/100 cents) and other good and valuable considerations in hand paid to the undersigned, the receipt whereof is hereby acknowledged, the undersigned **DDF Two, LLC**, hereby grants, bargains, sells, and conveys to:

Ivan Phillips and April Phillips

and his/her/their assigns (Hereinafter called "Grantee"), whether singular or plural, all right, title, interest and claim, of the Grantor in or to the following described real estate, situated in **Shelby County, State of Alabama** to-wit:

Legal Description:

See "Schedule C" Attached.

TO HAVE AND TO HOLD the above described property together with all rights and privileges incident or appurtenant thereto, unto the said grantee, **Ivan Phillips, and his wife, April Phillips, Jointly with Rights of Survivorship**, and his/her/theirs assigns, forever.

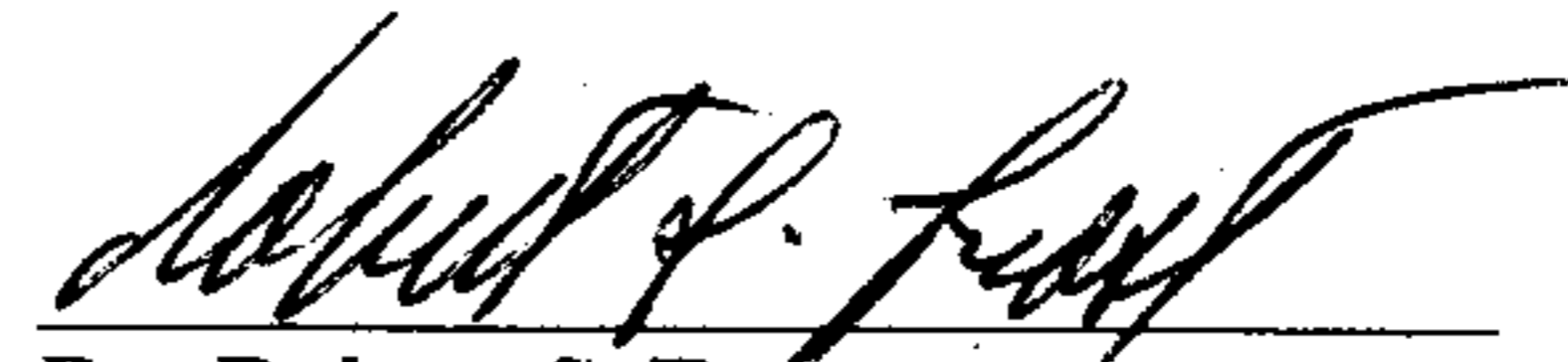
Subject to: All rights of way of record, covenants, restrictions of record, easements of record and matters an accurate survey would reveal, as well restrictions and reservation contained within this conveyance.

TO HAVE AND TO HOLD unto the said grantees, as joint tenants with right of survivorship, their heirs and assigns forever; it being the intention of the parties to this conveyance, that (unless joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

Warranties of covenant are disclaimed herein except Grantor does hereby warrant the title to said property against lawful claims of all persons claiming by, through, and under the Grantor.

IN WITNESS WHEREOF, Grantor, **DDF Two, LLC** by **Robert S. Frost, Member**, has caused this conveyance to be executed in its name by its undersigned officer and its corporate seal affixed, this the 17th day of December, 2009.

DDF Two, LLC



By: **Robert S. Frost,**
Member

Shelby County, AL 12/23/2009

State of Alabama

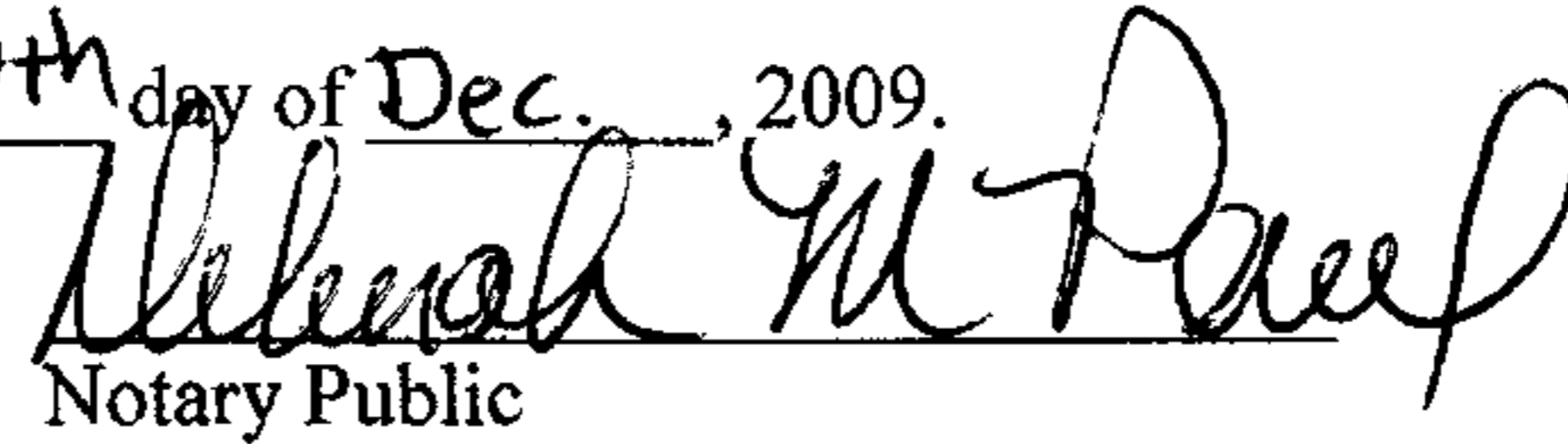
Deed Tax : \$159.50

20091223000468770 2/5 \$182.50
Shelby Cnty Judge of Probate, AL
12/23/2009 01:23:24 PM FILED/CERT

State of Alabama }
County of Mobile }

I, the undersigned authority, a Notary Public, in and for said County and State, hereby certify that **Robert S. Frost, Member of DDF Two, LLC**, 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 said conveyance, he/she, as such officer, and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said Limited Liability Company.

Given under my hand and official seal this the 17th day of Dec., 2009.



Notary Public

My Commission Expires: 7-10-2013

This instrument was prepared by:
Maxwell D. Carter
Attorney & Counselor at Law, LLC
1023 Edenton Street
Birmingham, AL 35242



Official Notary Public Seal
Deborah M. Paul
State of Alabama at Large
Principal Office in Mobile Co.


20091223000468770 3/5 \$182.50
Shelby Cnty Judge of Probate, AL
12/23/2009 01:23:24 PM FILED/CERT

SCHEDULE C LEGAL DESCRIPTION

Issuing Office File No.: T-82079

A parcel of land situated in the NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 24, Township 20 South, Range 2 West, Shelby County, Alabama being more particularly described as follows:

Begin at the NW corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 24, Township 20 South, Range 2 West being a 2" hexagon rod found; thence along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ section S 87°35'37" E a distance of 602.90 feet to a point; thence S 7°02'07" E leaving said $\frac{1}{4}$ - $\frac{1}{4}$ section line, a distance of 125.38 feet to a PK nail set in the centerline of Griffin Lake Road; thence along the centerline of Griffin Lake Road 20.91 feet to a PK nail set along an arc to the left, having a radius of 300.00 feet, the chord bearing of which is S 9°01'54" E for a distance of 20.90 feet; thence S 11°01'41" E a distance of 146.39 feet to a PK nail set; thence continue along said centerline 190.80 feet to a PK nail set along an arc to the left, having a radius of 300.00 feet, the chord of which is S 29°14'53" E for a distance of 187.60 feet; thence continue along said centerline S 47°28'04" E a distance of 187.80 feet to a PK nail set; thence continue along said centerline 185.88 feet to a PK nail set along an arc to the left, having a radius of 250.00 feet, the chord of which is S 68°46'05" E for a distance of 181.63 feet; thence continue along said centerline N 89°55'54" E a distance of 142.93 feet to a PK nail set at the intersection of Griffin Lake Road and Griffin Road; thence along the centerline of Griffin Road, leaving Griffin Lake Road 69.20 feet to a PK nail set along an arc to the left, having a radius of 500.00 feet, the chord of which is S 60°37'59" W for a distance of 69.15 feet; thence continue along said centerline S 56°40'05" W a distance of 72.40 feet to a PK nail set; thence continue along said centerline 51.81 feet to a PK nail set along an arc to the left, having a radius of 500.00 feet, the chord of which is S 53°41'58" W for a distance of 51.79 feet; thence continue along said centerline S 50°43'52" W a distance of 161.63 feet to a PK nail set; thence continue along said centerline 60.05 feet to a PK nail set along an arc to the right, having a radius of 1500.00 feet, the chord of which is S 51°52'40" W for a distance of 60.05 feet; thence continue along said centerline S 53°01'29" W a distance of 202.55 feet to a PK nail set; thence continue along said centerline 227.37 feet to a PK nail set along an arc to the right, having a radius of 1500.00 feet, the chord of which is S 57°22'02" W for a distance of 227.15 feet; thence continue along said centerline S 61°42'34" W a distance of 105.12 feet to a point; thence continue along said centerline 82.98 feet to a PK nail set along an arc to the left, having a radius of 1000.00 feet, the chord of which is S 59°19'56" W for a distance of 82.96 feet; thence continue along said centerline S 56°57'18" W a distance of 95.69 feet to a PK nail set; thence continue along said centerline 27.35 feet to a PK nail set along an arc to the left, having a radius of 250.00 feet, the chord of which is S 53°49'16" W for a distance of 27.33 feet; thence continue along said centerline S 50°41'15" W a distance of 95.19 feet to a PK nail set; thence leaving the centerline of Griffin Road N 39°18'45" W a distance of 30.00 feet an iron pin found, capped EDG, on the Northern Right-of-Way of Griffin Road as recorded with the Judge of Probate, Shelby County, Alabama on the Yellowleaf Creek Farms Subdivision in Map Book 41 Page 83; thence along said Right-of-Way S 50°41'15" W a distance of 63.73 feet to an iron pin found, capped EDG; thence continue along said Right-of-Way 161.47 feet to the intersection of the Northern Right-of-Way of Griffin Road and the Western line of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 24, Township 20 South, Range 2 West to an iron pin set along an arc to the right, having a radius of 175.00 feet, the chord of which is S 77°07'15" W for a distance of 155.80 feet; thence leaving said Right-of-Way and along the Western line of the SE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of Section 24, Township 20 South, Range 2 West N 2°16'12" E a distance of 1,432.13 feet and the POINT OF BEGINNING.

**Less and Except prescriptive Rights-of-Way for Griffin Lake Road and Griffin Road.
All being situated in Shelby County, Alabama.**

First American Title Insurance Company

COMMITMENT

SCHEDULE B - PART 2 EXCEPTIONS

Issuing Office File No.: **T-82079**

Part I Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any mining or mineral rights leased, granted or retained by current or prior owners.
6. Taxes or assessments for **2010** and subsequent years and not yet due and payable.
7. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Volume 327, Page 553; Instrument #1997-9552; Instrument #2000-04451; Instrument #2001-21744. The final policy will insure the insured against loss or damage sustained by insured due to strip or open pit method of mining not consented by insured or compensated for surface damages.
8. Non-Exclusive Easement for ingress and egress to Josie Griffin Chanplee as recorded in Book 100, Page 729.
9. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Instrument # 20091123000434130.
10. Encroachment of shed over Westerly lot line, misalignment of various types of fence across subject property, all as shown on Survey dated December 1, 2009 by Engineering Design Group, LLC.
11. Any interests in subject property claimed by Harold Griffin, his heirs or assigns.

THE ABOVE DESCRIBED PROPERTY IS SOLD SUBJECT TO THE FOLLOWING RESTRICTIONS, IN ADDITION TO THOSE OF RECORD AND MATTERS AN ACCURATE SURVEY WOULD REVEAL; AND THOSE APPEARING IN "SCHEDULE B" ATTACHED HERETO:

- (i) Any matters appearing in schedule B-2 of the title commitment attached hereto;
- (ii) Present zoning classification;
- (iii) The following restrictions:
 - 1. In the event Parcel 1 is subdivided, there shall be no more then 6 resulting parcels, each resulting parcel shall contain no less than 2 acres per.
 - 2. Purchaser acknowledges that future subdivision will require governmental approval.
 - 3. No more then one single family residence shall be erected on parcel 1 or any resulting parcel if subdivided.
 - 4. The square footage requirements for dwellings on the property are as follows:
 - a. Single story dwellings shall contain a minimum of twelve hundred (1200) sq. ft. of heated/cooled living space;
 - b. two story dwellings shall contain a minimum of seventeen hundred (1700) sq. ft. of heated/cooled living space;
 - c. split level homes and story and one/half dwellings shall contain a minimum of fifteen hundred (1500) sq. ft. of heated/cooled living space;
 - d. Decks, attics, porches, garages, carports and basements shall not be considered living space, whether heated or cooled.
 - 5. Mobile homes are strictly prohibited.
 - 6. All roof lines shall be a minimum pitch of 7-12.
 - 7. Detached garages shall be permitted.
 - 8. The minimum setback line of any building or part thereof is seventy five (75) feet from the nearest public road.
 - 9. The property is restricted to residential use only.
 - 10. The owner/owner(s) of the property shall maintain the appearance and upkeep of the property at all times; tall grass, trash, rubbish and general unsightly appearance of the property are prohibited.