


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


20100111000009030 1/2 \$44.00
Shelby Cnty Judge of Probate, AL
01/11/2010 10:46:30 AM FILED/CERT

\$300,000.00

Shelby County, AL 01/11/2010

State of Alabama

Deed Tax : \$30.00

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, B. Edward Vining and Dian M. Vining, husband and wife, (hereinafter referred to as GRANTORS), do hereby grant, bargain, sell and convey unto Terry Finch, the following described real estate situated in the County of Shelby & Bibb and State of Alabama, to-wit:

Lot 14A according to the Resurvey of Part of Lot 14 and 16 Whispering Pines Farms of Shelby and Bibb Counties as recorded in Map Book 35, Page 20, Shelby County, Alabama Records and in Map Book 3, Page 29, Bibb County, Alabama Records.

(Approximately 84% lying in Shelby County and 16% lying in Bibb County)

This conveyance is hereby made subject to restrictions, easements and rights of way of record in the Probate Office of Bibb County & Shelby County, Alabama, specifically but not limited to the following:

- A. Entrance road maintenance and improvements shall be shared equally with other property owners.
- B. There shall be no subdivision of land except to allow the grantee herein to create two approximately 22 acre parcels by combining adjacent acreage with the property purchase herein. Only one Single Family residence on each parcel shall be allowed.
- C. No commercial businesses, apartments, advertisements or solicitations allowed on the property.
- D. Non-operable vehicles, trash, etc. is to be removed to avoid clutter or hazards.
- E. Sellers shall have the right of first refusal on the property if the Purchasers determine it becomes necessary or prudent to sell. The price shall be set by the Purchasers at fair market value and offered to Sellers before offering to any third party.
- F. Barns or storage sheds shall be compatible or match existing ones present at the time of sale.
- G. No mobile or modular homes allowed at any time on the property.
- H. Any chain link fencing shall not be visible from front areas of residence.
- I. Single Family Residence should be no less than 2500 square feet of heated/cooled area for a one level or 3000 square feet of heated/cooled area for a story and one half or 3500 square feet heated/cooled area for a two story.
- J. Any construction should be completed within a one year time span.
- K. Proper fencing should be maintained to keep animals secure. Nuisance animals shall be removed from the property.
- L. No restructuring of the land as to create drainage

problems for surrounding property owners.

\$270,000.00 of the purchase price was paid from a purchase money first mortgage recorded herewith.

Grantee's address: 368 Whispering Pines Lane
 Helena, Alabama 35080

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 8th day of JANUARY, 2010.

B. Edward Vining

B. Edward Vining

Dian M. Vining

Dian M. Vining

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a notary public in and for said county in said state, hereby certify that B. Edward Vining and Dian M. Vining, 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 8th day of JANUARY, 2010.

[Signature]
 Notary Public

My Commission Expires:

8-29-10

JOHN R. HOLLIMAN
 NOTARY PUBLIC - ALABAMA
 My Commission Expires

8-29-10

