THIS INSTRUMENT PREPARED BY:
BOARDMAN, CARR, HUTCHESON & BENNETT, P.C.
400 BOARDMAN DRIVE
CHELSEA, ALABAMA 35043

GRANTEE'S ADDRESS: Rickey W. Allen 4034 Westover Road Westover, Alabama 35147

STATE OF ALABAMA)

GENERAL WARRANTY DEED

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of One Hundred Thousand and 00/100 (\$100,000.00) DOLLARS, and other good and valuable consideration, this day in hand paid to the undersigned GRANTORS, Edward Bahr and Sandra Bahr, husband and wife, (hereinafter referred to as GRANTORS), the receipt whereof is hereby acknowledged, the GRANTORS do hereby give, grant, bargain, sell and convey unto the GRANTEES, Rickey W. Allen and Dorothy Jean Allen, husband and wife, (hereinafter referred to as GRANTEES), for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described Real Estate, lying and being in the County of SHELBY, State of Alabama, to-wit:

See Attached Exhibit A for Legal Description.

\$85,000.00 of the above-recited purchase price was paid from a mortgage loan closed simultaneously herewith.

Property is not to be used for junkyard and premises to be kept clean and is subject to the following restrictions:

- 1. It is not permitted to leave or store in public view more than one motor vehicle or trailer not currently and validly registered and tagged for operation. This includes and is not limited to automobiles, vans, trucks, all-terrain vehicles, motorcycles, mopeds, motor scooters, recreational vehicles, construction equipment, boats, boat trailers, trailers or other devices.
- 2. No temporary or permanent structures to be located less than 10 feet from any property line.
- 3. Excessive growth of vegetation of any type will not be permitted along with garbage, etc.
- 4. No person shall install, maintain or use outdoor visible lights which produce glare or direct illumination across property creating a nuisance to adjacent properties.
- 5. Detached sheds, garages or other out buildings shall be maintained and kept in good condition.
- 6. No livestock to be kept on premises excluding personal household pets.
- 7. No temporary or permanent structures to be added without written authorization.
- 8. Upon receipt or posting of any violation the homeowner will have 30 days to correct the violation or action will be taken to remedy the violation and the homeowner will be responsible for any cost incurred by the mortgage holder.
- 9. No discharging of firearms.

Grantees hereby agree that in the event the house is to be sold, the Grantors have right of first refusal.

Note: The preparer of this deed has not researched the title to this real property.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements 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 the 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, forever.

AND SAID GRANTORS, for said GRANTORS, GRANTORS' heirs, successors, executors and administrators, covenants with GRANTEES, and with GRANTEES' heirs and assigns, that GRANTORS are lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that GRANTORS will, and GRANTORS' heirs, executors and administrators shall, warrant and defend the same to said GRANTEES, and GRANTEES' heirs and assigns, forever against the lawful claims of all persons.

Shelby County, AL 08/11/2010

State of Alabama Deed Tax : \$15.00 20100811000257540 1/3 \$33.00 Shelby Cnty Judge of Probate, AL

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IN WITNESS WHEREOF, said GRANTORS have hereunto set their hands and seals this the 10th day of August, 2010.

Edward Bahr

Sandra Bahr

STATE OF ALABAMA) COUNTY OF SHELBY)

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Edward Bahr and Sandra Bahr, 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 Instrument signed their names voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 10th day of August, 2010.

Hatherine C. Nowberg

NOTARY PUBLIC

My Commission Expires: 8/16/13

Exhibit A Legal Description

A parcel of Land situated in the Southwest 1/4 of the Southwest 1/4 of Section 22, and the Northwest 1/4 of the Northwest 1/4 of Section 27, all in Township 19 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Commence at a 2 inch capped pipe locally accepted to be the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of said Section 22, also being the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of said Section 27; thence run an assumed bearing of South 89 degrees, 14 minutes, 40 seconds West along the South line of the Southwest 1/4 of the Southwest 1/4 of said Section 22, also being the North line of the Northwest 1/4 of the Northwest 1/4 of said Section 27, for a distance of 76.93 feet to an iron pin set at the point of beginning; thence run South 00 degrees, 25, minutes, 15 seconds West for a distance of 42.43 feet to an iron pin set on the Northerly right-of-way line of Westover Road; thence run North 88 degrees, 01 minutes, 56 seconds West along said right-of-way line for a distance of 130.68 feet to an iron pin set; thence run North 00 degrees, 02 minutes, 34 seconds West a distance of 36.22 feet to an 1/2 inch rebar found on the North line of the Northwest 1/4 of the Northwest 1/4 of said Section 27, also being on the South line of the Southwest 1/4 of the Southwest 1/4 of said Section 22, thence continue North 00 degrees, 02 minutes, 34 seconds West for a distance of 133.76 feet to an iron pin set; thence run South 88 degrees, 09 minutes, 12 seconds East for a distance of 132.04 feet to an iron pin set; thence run South 00 degrees, 25 minutes, 15 seconds West for a distance of 127.78 feet to the point of beginning. Said parcel containing 22,333 square feet, more or less.

SMB

20100811000257540 3/3 \$33.00 Shelby Cnty Judge of Probate, AL 08/11/2010 04:04:51 PM FILED/CERT