

This instrument was prepared without benefit of title evidence or survey by:

William R. Justice  
P.O. Box 587, Columbiana, Alabama 35051

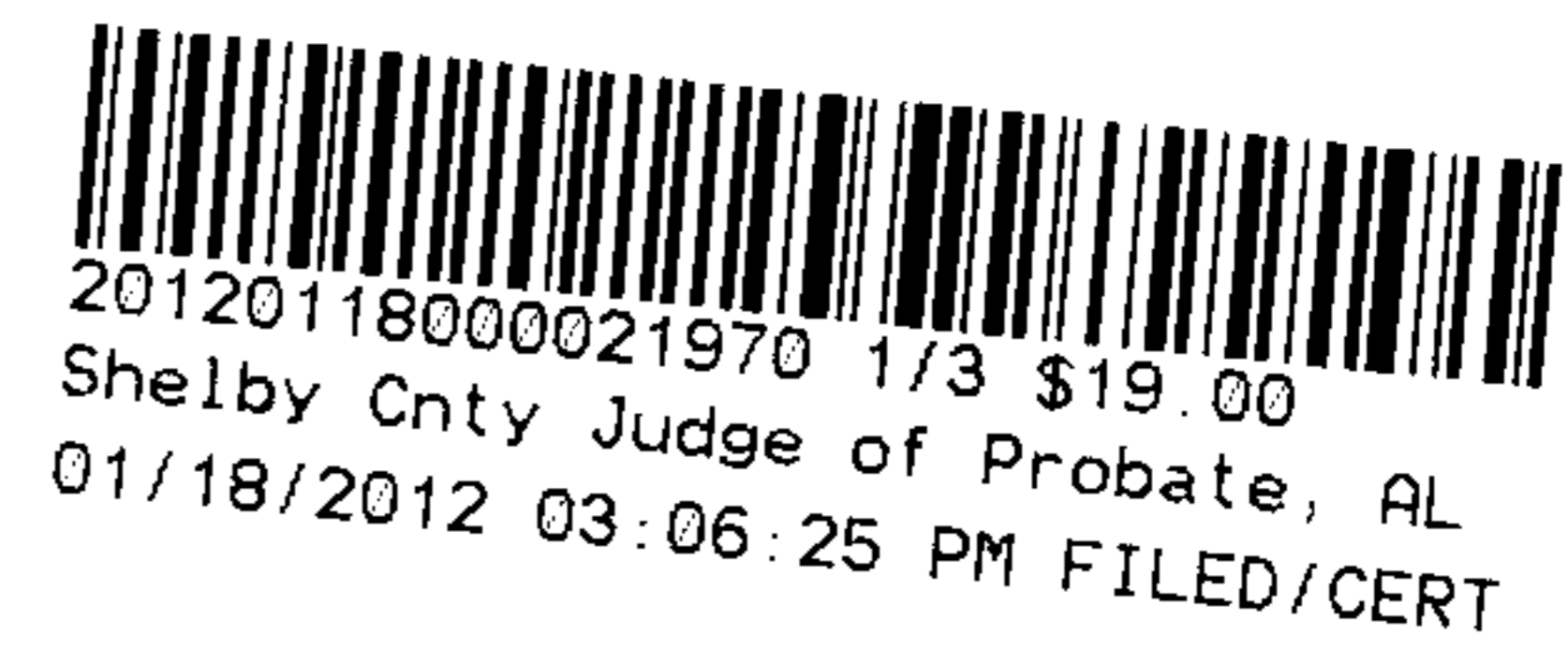
Grantee's address:  
114 Hylton Road  
Wilsonville, AL 35186

## **CORRECTIVE WARRANTY DEED**

**STATE OF ALABAMA**

**SHELBY COUNTY**

KNOW ALL MEN BY THESE PRESENTS,



That in consideration of Seventy-one Thousand Eight Hundred Thirty-four and 03/100 DOLLARS (\$71,834.03) to the undersigned GRANTOR in hand paid by the GRANTEE herein, the receipt whereof is acknowledged, the undersigned Albert E. Hylton and Faye Hylton, husband and wife (herein referred to as GRANTOR, whether one or more) do grant, bargain, sell and convey unto Dennis Blackerby (herein referred to as GRANTEE, whether one or more) the following described real estate situated in SHELBY County, Alabama to-wit:

**PARCEL NO. 1:**

Commencing at the Southeast corner of the Northeast quarter of the Southwest quarter of Section 2, Township 21 South, Range 1 East, Shelby County, Alabama; thence North 89 degrees 41 minutes 50 seconds West, a distance of 315.06 feet for the POINT OF BEGINNING; thence North 51 degrees 29 minutes 30 seconds West, a distance of 61.17 feet; thence South 35 degrees 03 minutes 40 seconds West, a distance of 409.35 feet; thence South 66 degrees 54 minutes 45 seconds West, a distance of 259.97 feet; thence South 8 degrees 37 minutes 40 seconds East, a distance of 137.97 feet; thence South 6 degrees 59 minutes 01 second West, a distance of 116.38 feet; thence South 16 degrees 06 minutes 52 seconds East, a distance of 271.78 feet to the North right of way line of Alabama Highway No. 25; thence North 85 degrees 58 minutes 11 seconds East along said highway right of way for a distance of 487.25 feet to the point of curvature of a tangent curve, concave to the North, having a radius of 3623.25 feet, a central angle of 5 degrees 47 minutes 51 seconds and a chord of 366.46 feet bearing North 83 degrees 33 minutes 59 seconds East; thence Easterly along said curve, a distance of 366.62 feet; thence North 2 degrees 04 minutes 17 seconds West, a distance of 525.37 feet; thence North 51 degrees 26 minutes 59 seconds West, a distance of 500.01 feet to the POINT OF BEGINNING. According to the survey of Larry Carver, dated December 18, 1998.

Also, a nonexclusive easement for ingress and egress over and across the existing road leading northerly from Alabama State Highway No. 25 along the western boundary of the above described property, known as Hylton Road or Airport Road, subject to the rights of others to use said road.

**SUBJECT TO THE FOLLOWING CONDITIONS AND RESTRICTIONS:**

1. Any building or airplane hangar which is built on said property shall meet FAA

Requirements and Restrictions for building adjacent to or along an FAA certified airstrip.

2. The lot described above shall be used as a residential lot. No building or structure of any kind whatsoever other than one single family dwelling house, one presentable livestock facility and/or hangar shall be erected on the property without the written consent of Grantor, and any such dwelling house shall be used for residential purposes only, unless approved by Grantor. Any such buildings shall not take away from the esthetic appearance of the surrounding property.
3. No mobile home, trailer, tent, shack or other such building shall be erected or maintained on said lot. However, it is permitted for an airplane hangar to be constructed as hereinabove set out.
4. Said property shall not be leased for any purpose without the written permission from the Grantor.
5. Grantee shall have one easement per lot for use of the adjacent airstrip, subject to the provisions of paragraphs 6 and 7 below.
6. Said property shall not be further subdivided without the written permission from the Grantor, subject to the provisions of paragraph 7 below.
7. Grantor reserves a right of first refusal on said property. If Grantee receives a bona fide offer to purchase all or any portion of said property, Grantor shall be notified of the terms of the offer and shall have the right to repurchase said property or such portion as is subject to the offer on the same terms as the offer. Should Grantor not exercise this right, Grantee may convey said property, except that Grantee shall not subdivide such property into lots of less than four acres each with access to the airstrip.

The above described property does not constitute any part of the homestead of GRANTOR or GRANTOR'S spouse.

\$71,834.03 of the consideration stated above was paid by a purchase money mortgage executed simultaneously herewith.

**This deed is executed to correct an error in the original deed recorded as Instrument # 20111021000315240, which omitted Faye Hylton as a grantor.**

TO HAVE AND TO HOLD to the said GRANTEE, his, her or their heirs and assigns forever.

And GRANTOR does for GRANTOR and for GRANTOR'S heirs, executors, and administrators covenant with the said GRANTEE and GRANTEE'S heirs and assigns, that GRANTOR is lawfully seized in fee simple of said premises; that they are free from all encumbrances unless otherwise noted above; that GRANTOR has a good right to sell and convey the same as aforesaid; that GRANTOR will and GRANTOR'S heirs, executors and administrators

shall warrant and defend the same to the said GRANTEE and GRANTEE'S heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, GRANTOR has hereunto set GRANTOR'S hand and seal, this 18<sup>th</sup> day of January, 2012.

Albert E. Hylton  
Albert E. Hylton

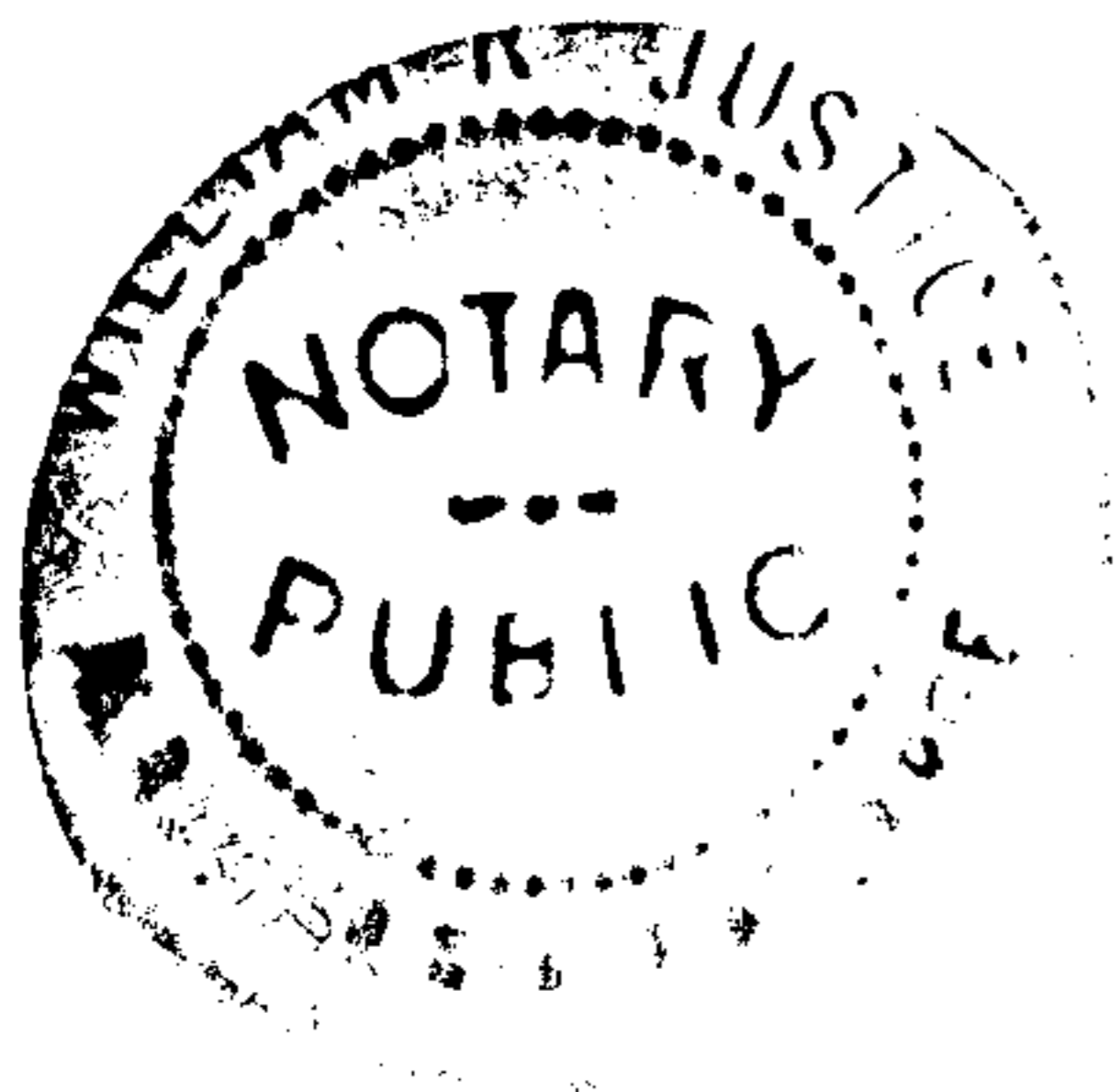
Faye Hylton  
Faye Hylton

STATE OF ALABAMA  
SHELBY COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Albert E. Hylton and Faye Hylton, 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 18<sup>th</sup> day of January, 2012.



William R. Gentry  
Notary Public



20120118000021970 3/3 \$19.00  
Shelby Cnty Judge of Probate, AL  
01/18/2012 03:06:25 PM FILED/CERT