

**INSTRUMENT PREPARED WITHOUT
BENEFIT OF TITLE EXAMINATION**

This instrument was prepared by:

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(205)665-5076



20150909000314800 1/4 \$24.00
Shelby Cnty Judge of Probate, AL
09/09/2015 10:59:31 AM FILED/CERT

PROTECTIVE COVENANT GRANT

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS,

That, in consideration of **ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION**, to the undersigned Grantor, in hand paid by the GRANTEE herein, the receipt whereof is acknowledged, I (we),

JAMES W. WALKER and wife, BILLIE WALKER and RHONDA MATTOX, a married woman

(herein referred to as Grantor, whether one or more), hereby grant, bargain, sell and convey unto

J. A. BROWN

(herein referred to as GRANTEE) the following described real estate interest situated in **SHELBY County, Alabama**, to-wit:

PROTECTIVE COVENANT RELATING TO CERTAIN REAL PROPERTY IN WHICH JAMES W. WALKER AND BILLIE WALKER ARE LIFE ESTATE TENANTS, AND RHONDA MATTOX IS THE REMAINDER INTEREST HOLDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

One lot or parcel of land situated in the south half of lot Number 22 according to the original plan of the town of Montevallo, Alabama, and fronting 28 feet on Main Street and extending back, parallel with Middle Street a distance of 90 feet, and more particularly described as follows: Commence at the southwest corner of said lot #22 at the intersection of Middle Street and run thence in a northeasterly direction along Main or Broad Street 46 feet 11 ½ inches to the point of beginning, thence continuing along Main Street 28 feet, thence in a northwesterly direction parallel with Middle Street 90 feet, thence in a southwesterly direction parallel with Main Street or Broad Street 28 feet, thence in a Southeasterly direction, parallel with Middle Street 90 feet to the point of beginning.

THE SPECIFIC TERMS OF THE PROTECTIVE COVENANT GRANTED BY GRANTOR, IN FAVOR OF GRANTEE, ARE DESIGNATED AS FOLLOWS:

1. Grantor grants unto Grantee the right to paint a mural of a depiction of historic Montevallo, Alabama upon the Northeast side of the building situated upon the above described premises, which mural shall face North Main Street.

2. The covenant granted to Grantee herein shall extend for a period of 25 years from the date of the granting of same, following which same shall automatically terminate, with said covenant to run with the land and to apply to any successor in interest of Grantor.

3. Grantee and his successors or assigns shall be responsible for, and pay, any and all maintenance expenses associated with the mural, for the term of the existence of this covenant, and Grantee shall hold harmless and indemnify Grantor from any damages or loss emanating from the existence of said mural, including reasonable attorney's fees.


4. This covenant shall not be construed as granting the Grantee any right, title or interest in and to subject premises, other than the right to install the mural as hereinabove referenced and to maintain same.

SOURCE OF TITLE: Instrument Number 20021216000628590.

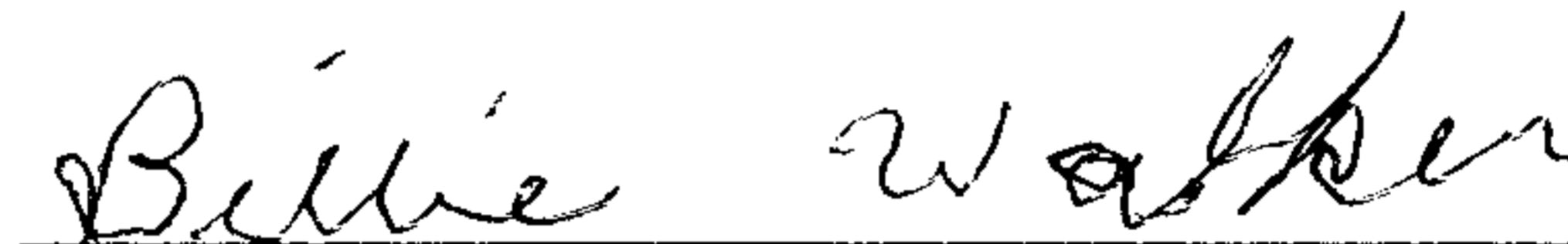
THE REAL PROPERTY HEREINABOVE DESCRIBED DOES NOT CONSTITUTE THE HOMESTEAD OF ANY OF THE MARRIED GRANTORS, NOR THAT OF THEIR SPOUSES, NEITHER IS IT CONTIGUOUS THERETO.

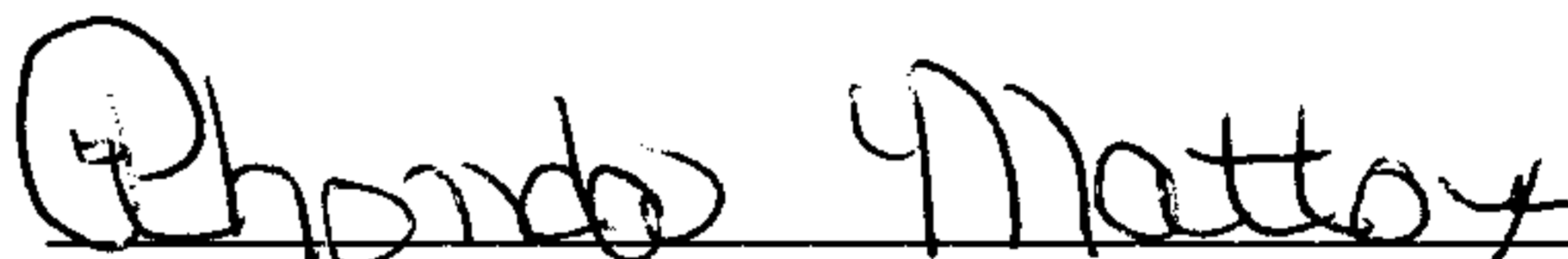
TO HAVE AND TO HOLD to the said GRANTEE and to the heirs and assigns of Grantee for the term of 25 years.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 2nd day of Sept., 2015.


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JAMES W. WALKER


BILLIE WALKER


RHONDA MATTOX

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **JAMES W. WALKER** and **BILLIE WALKER**, whose names are signed to the foregoing Protective Covenant Grant, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Covenant, they executed the same voluntarily on the day that same bears date.


Given under my hand and official seal, this the 2nd day of Sept., 2015.


Notary Public
My Commission Expires: 07/31/17


STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **RHONDA MATTOX**, whose name is signed to the foregoing Protective Covenant Grant, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Covenant, she executed the same voluntarily on the day that same bears date.

Given under my hand and official seal, this the 2nd day of Sept., 2015.



Notary Public
My Commission Expires: 07/31/17


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Real Estate Sales Validation Form

Form RT-1

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name James W. Walker, et al
230 Doster Drive
Mailing Address Montevallo AL 35115

Grantee's Name J. A. Brown
P. O. Box 24
Mailing Address Montevallo AL 35115

Property Address 707 Main Street
Montevallo AL 35115

Date of Sale 09/02/15
Total Purchase Price \$ _____
Or
Actual Value \$ 1,000.00
Or
Assessor's Market Value \$ _____

The purchase price or actual value claimed on this form can be verified in the following documentary evidence:
(check one) (Recordation of documentary evidence is not required)

_____Bill of Sale
_____Sales Contract

_____Appraisal
XX Other TRANSFER OF COVENANT ONLY.
NOT FEE SIMPLE TITLE.

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address -- provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address -- provide the name of the person or persons to whom interest to property is being conveyed.

Property address -- the physical address of the property being conveyed, if available.

Date of Sale -- the date on which interest to the property was conveyed.

Total purchase price -- the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value- if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Sign James W. Walker
James W. Walker