

\$17,753.00

## WARRANTY DEED

FROM

McKinley and Rosa D. Lucas

TO

Ross-Clayton Funeral Home, Inc.

BROWN PRINTING CO., MONTGOMERY

\$1.05

1.25

18.00

19.80

\$40.10

WARRANTY DEED

FILE 100 PAGE 993

STATE OF ALABAMA  
MONTGOMERY COUNTY.

149684

KNOW ALL MEN BY THESE PRESENTS that in consideration of One Hundred and no/100 - - - - - DOLLARS  
and other valuable considerations to the undersigned GRANTOR or GRANTORS in hand paid by the GRANTEE herein, the receipt whereof, is acknowl-  
ed we, McKinley Lucas and wife, Rosa I. Lucas,  
herein referred to as GRANTORS, do hereby GRANT, BARGAIN, SELL and CONVEY unto Ross-Clayton Funeral Home,  
inc. (herein referred to as GRANTEE),  
its successors and assigns, the following described Real Estate, situated in the County of Montgomery, and State of Alabama, to-wit:

43.3 acres located in Southeast 1/4 of Section 13, Township 16 North,  
Range 19 East, bound on North by old U. S. Highway 80 and on West  
by land belonging to M. H. Smothers and designated as Lot No. 3 in  
Survey of Property of Edna Lucas Estate by George T. Goodwyn, Civil  
Engineer, dated August 18, 1966, and recorded in the Office of the  
Judge of Probate of Montgomery County, Alabama, in Plat Book 21 at  
Page 29.



TO HAVE AND TO HOLD, the aforegranted premises to the said GRANTEE its successors  
And GRANTOR S do covenant with the said GRANTEE its successors and assigns, that they are  
fully seized in fee simple of the aforementioned premises; that they are free from all encumbrances, except as set forth above; that they have a good  
right to sell and convey the same to the said GRANTEE its successors and assigns, and that GRANTOR S will WARRANT AND DEFEND the prem-  
ises to the said GRANTEE its successors and assigns forever, against the lawful claims and demands of all persons.  
IN WITNESS WHEREOF, we have hereunto set our hand S and seal S this the  
y of November in the year of our Lord One Thousand Nine Hundred and Sixty-Seven

WITNESSED, SEALED AND DELIVERED IN THE PRESENCE OF

THE STATE OF ALABAMA MONTGOMERY COUNTY.  
I, Robert E. Warner, a Notary Public in and for said State and County  
do hereby certify that McKinley Lucas and Rosa I. Lucas,  
whose names S 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 this conveyance, they executed the same voluntarily, on the day the same bears date.  
Given under my hand this the 30th day of November A. D. 19 67.  
Robert E. Warner  
Notary Public

FOR RECORDING ONLY  
STATE OF ALA.  
MONTGOMERY CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON  
Dec 21 1 02 PM 1967

STATE OF ALABAMA  
MONTGOMERY COUNTY

I, Harold L. Jones, a Notary Public  
in and for said County in said State, hereby certify that Geo. H.  
Jones, Jr., whose name as Register of the Circuit Court of Mont-  
gomery County, Alabama, In Equity, 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 instrument, he,  
in his capacity as such Register and with full authority, executed  
the same voluntarily on the say the same bears date.

GIVEN under my hand, this 4<sup>th</sup> day of February, 1969.

Harold L. Jones  
Notary Public in and for the State of  
Alabama, not here.

STATE OF ALA.  
MONTGOMERY, CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON

OCT 15 2 34 PM 1970

RECORDED BOOK & PAGE  
AS SHOWN ABOVE  
James O. Hanger  
JUDGE OF PROBATE

Deed to G. Jones

## SCHEDULE A

Number	Date of Policy	Amount of Policy
01-08-01-01010	December 21, 1967, at six p.m.	\$17,753.00

## 1. Name of Insured:

**\*\*ROSS-CLAYTON FUNERAL HOME, INC.\*\***

2. The estate or interest in the land described or referred to in this schedule covered by this policy is:  
Fee Simple.

## 3. Title to the estate or interest covered by this policy at the date hereof is vested in the Insured.

## 4. The land herein described is encumbered by the following mortgage or trust deed, and assignments:

and the mortgages or trust deeds, if any, shown in Schedule B hereof.

## 5. The land referred to in this policy is described as follows:

The following described real estate situated in Montgomery County, State of Alabama, to-wit:

43.3 acres located in Southeast quarter of Section 13, Township 16 North, Range 19 East, bound on North by old U. S. Highway 80 and on West by land belonging to M. H. Smother and designated as Lot No. 3 in Survey of Property of the Lucas Estate by George T. Goodwyn, Civil Engineer, dated August 18, 1966, and recorded in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 21, at Page 29.

**SCHEDULE B**

Policy Number 01-08-01-01010  
Owners

This policy does not insure against loss or damage by reason of the following exceptions:

- (A) Rights or claims of parties in possession not shown by the public records.
- (B) Encroachments, overlaps, boundary line disputes, and any matters which would be disclosed by an accurate survey and inspection of the premises.
- (C) Easements or claims of easements not shown by the public records.
- (D) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (E) Taxes or special assessments which are not shown as existing liens by the public records.
- ~~xxxx Rights of Owner to interest in other material xxxxxxxx~~  
~~xxxx The mortgagee's interest in the property is not insured xxxxxxxx~~
- (F) Ad valorem taxes for the year 1968 and subsequent years, not yet due and payable.

undersigned

*Augusta J. Harrison*  
Authorized Signatory

## CONDITIONS AND STIPULATIONS

### 1. Definition of Terms

The following terms when used in this policy mean:

- (a) "land": the land described, specifically or by reference, in Schedule A and improvements affixed thereto which by law constitute real property;
- (b) "public records": those records which impart constructive notice of matters relating to said land;
- (c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to the Insured by reason of any public records; and
- (d) "date": the effective date.

### 2. Exclusions from the Coverage of this Policy

This policy does not insure against loss or damage by reason of the following:

- (a) The refusal of any person to purchase, lease or lend money on the estate or interest covered hereby in the land described in Schedule A.
- (b) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances), restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions, or location of any improvement now or hereafter erected on said land, or prohibiting a separation in ownership or a reduction in the dimensions or area of any lot or parcel of land.
- (c) Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records at the date hereof.
- (d) Title to any property beyond the lines of the land expressly described or referred to in Schedule A, or title to areas within or rights or easements in any abutting streets, roads, avenues, lanes, ways or waterways (except to the extent the right of access to and from said land is covered by the insuring provisions of this policy), or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement, unless this policy specifically provides that such titles, rights or easements are insured.
- (e) Defects, liens, encumbrances, adverse claims against the title as insured or other matters (1) created, suffered, assumed or agreed to by the Insured; or (2) known to the Insured either at the date of this policy or at the date such Insured acquired an estate or interest insured by this policy and not shown by the public records, unless disclosure thereof in writing by the Insured shall have been made to the Company prior to the date of this policy; or (3) resulting in no loss to the Insured; or (4) attaching or created subsequent to the date hereof.
- (f) Loss or damage which would not have been sustained if the Insured were a purchaser for value without knowledge.

### 3. Defense and Prosecution of Actions—Notice of Claim to be Given by the Insured

- (a) The Company, at its own cost and without undue delay, shall provide for the defense of the Insured in all litigation consisting of actions or proceedings commenced against the Insured, which litigation is founded upon a defect, lien or encumbrance insured against by this policy, and may pursue such litigation to final determination in the court of last resort.
- (b) In case any such action or proceeding shall be begun, or defense interposed, or in case knowledge shall come to the Insured of any claim of title or interest which is adverse to the title as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, the Insured shall notify the Company thereof in writing. If such notice shall not be given to the Company within ten days of the receipt of process or pleadings or if the Insured shall not, in writing, promptly notify the Company of any defect, lien or encumbrance insured against which shall come to the knowledge of the Insured, then all liability of the Company in regard to the subject matter of such action, proceeding or matter shall cease and terminate; provided, however, that failure to notify shall in

no case prejudice the claim of any Insured unless the Company shall be actually prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish the title as insured; and the Company may take any appropriate action under the terms of this policy whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision of this policy.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the Insured shall secure to it the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose. Whenever requested by the Company the Insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse the Insured for any expense so incurred.

### 4. Notice of Loss—Limitation of Action

In addition to the notices required under paragraph 3(b), a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within sixty days after such loss or damage shall have been determined and no right of action shall accrue to the Insured under this policy until thirty days after such statement shall have been furnished, and no recovery shall be had by the Insured under this policy unless action shall be commenced thereon within five years after expiration of said thirty-day period. Failure to furnish such statement of loss or damage, or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Insured of any action under this policy.

### 5. Option to Pay, Settle or Compromise Claims

The Company shall have the option to pay or settle or compromise for or in the name of the Insured any claim insured against or to pay the full amount of this policy and such payment or tender of payment, together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder.

### 6. Payment of Loss

(a) The liability of the Company under this policy shall in no case exceed, in all, the actual loss of the Insured and costs and attorneys' fees which the Company may be obligated hereunder to pay.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs incurred by the Insured in litigation carried on by the Company for the Insured, and all costs and attorneys' fees in litigation carried on by the Insured with the written authorization of the Company.

(c) No claim for damages shall arise or be maintainable under this policy (1) if the Company, after having received notice of an alleged defect, lien or encumbrance not excepted or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Insured in settling any claim or suit without written consent of the Company.

(d) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto and no payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

(e) When liability has been definitely fixed by a judgment

## CONDITIONS AND STIPULATIONS CONTINUED

under the conditions of this policy the loss or damage shall be computed on a pro rata basis as if the face amount of this policy was divided pro rata as to the value on the date of this policy of each separate independent parcel to the whole, exclusive of any improvements made subsequent to the date of this policy, unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the Insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

### 9. Subrogation upon Payment or Settlement

It is hereby understood that the amount of this policy is not to be reduced by any amount the Company may pay under any policy or policies having the validity or priority of any mortgage or deed of trust hereon or referred to in Schedule B hereof or any mortgage or deed of trust hereafter executed by the Insured which is a charge or lien on the land described or referred to in Schedule A, and the amount so paid shall be deemed a payment on this policy.

### 10. Policy Entire Contract

In the event that a partial loss occurs after the Insured makes an improvement subsequent to the date of this policy, and only in that event, the Insured becomes a coinsurer to the extent hereinafter set forth.

If the cost of the improvement exceeds twenty per centum of the amount of this policy, such proportion only of any partial loss established shall be borne by the Company as one hundred per centum of the amount of this policy bears to the sum of the amount of this policy and the amount expended for the improvement. The foregoing provisions shall not apply to costs and attorneys' fees incurred by the Company in prosecuting or providing for the defense of actions or proceedings in behalf of the Insured pursuant to the terms of this policy or to costs imposed on the Insured in such actions or proceedings, and shall apply only to that portion of losses which exceed in the aggregate ten per cent of the face of the policy.

Provided, however, that the foregoing coinsurance provisions shall not apply to any loss arising out of a lien or encumbrance for a liquidated amount which existed on the date of this policy and was not shown in Schedule B; and provided further, such coinsurance provisions shall not apply to any loss if, at the time of the occurrence of such loss, the then value of the premises, as so improved, does not exceed one hundred twenty per centum of the amount of this policy.

(b) If the land described or referred to in Schedule A is divisible into separate and noncontiguous parcels, or if contiguous and such parcels are not used as one single site, and a loss is established affecting one or more of said parcels but not all, the

loss shall be computed and settled on a pro rata basis as if the face amount of this policy was divided pro rata as to the value on the date of this policy of each separate independent parcel to the whole, exclusive of any improvements made subsequent to the date of this policy, unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the Insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

### 11. Notices, Where Sent

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the Insured, and it shall be subrogated to and be entitled to all rights and remedies which the Insured would have had against any person or property in respect to such claim had this policy not been issued. If the payment does not cover the loss of the Insured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of the Insured, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation. The Insured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Insured in any transaction or litigation involving such rights or remedies.

### 12. No Provision or Condition of this Policy can be waived or changed except by writing endorsed hereon or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to its office at 111 West Washington Street, Chicago, Illinois 60602, or at any branch office shown hereon.

No provision or condition of this policy can be waived or changed except by writing endorsed hereon or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

### 13. All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to its office at 111 West Washington Street, Chicago, Illinois 60602, or at any branch office shown hereon.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to its office at 111 West Washington Street, Chicago, Illinois 60602, or at any branch office shown hereon.

American Land Title Association  
Owner's Policy  
Standard Form A-1962

# OWNERS TITLE INSURANCE POLICY



INSURED TITLE COMPANY, INC.  
519 First Nat'l Bank Bldg.  
P. O. Box 2068  
Montgomery, Alabama 36103

RESTRICTIVE COVENANTS

1. PRIVATE: (R-60-S) for lots shown on this plat, zoned and specified as R-60-S, the following controls shall govern:

1. RESIDENTIAL (R-60-S)

Uses permitted: Dwellings for one (1) family.

Uses prohibited: Residential structures containing two, three or four family units. Apartments, for any number of families. Lodges and clubs, office, hotels, agriculture and poultry and livestock raising; any commercial or industrial use not specifically permitted.

Maximum density controlled as follows:

Minimum lot area	7,200 square feet
Minimum lot width	60 feet (corner lot 80 ft.)
Minimum front yard	20 feet
Minimum rear yard	20 feet
Minimum width one side yard	10 feet
Minimum width other side yard	5 feet
Minimum distance between main structures	15 feet
Maximum land coverage	50%
Minimum off-street parking	1 space per dwelling unit
Maximum building height	2 stories, not more

THE ABOVE REQUIREMENTS are minimum and in particular cases where the LPA feels that such minimums are inadequate, it reserves the right to increase them. The right is reserved by the LPA to review and approve the redeveloper's plans and specifications with respect to use, design, and height, and such approval will be in addition to those required by the existing codes and regulations. Wherever these restrictions are at variance with the requirements of any other lawfully adopted rules, regulations, and ordinances, deed restrictions or covenants, the most restrictive or that imposing the higher standards shall govern. Invalidation of any of these covenants by judgement of court order shall in no wise affect any of the other provisions which shall remain in full force and effect. Neither the original purchaser nor lessee nor any successor in interest shall discriminate upon the basis of race, color, creed or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof. These restrictions shall be binding and effective upon the grantee, it or their heirs and assigns, from the date of the deed to January 1, 1999.



AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY  
STANDARD FORM A — 1962

01 08 01 01010

CHICAGO TITLE INSURANCE COMPANY  
A STOCK COMPANY

a corporation of Missouri, herein called the Company, for a valuable consideration, hereby insures the party named in Schedule A, hereinafter called the Insured, the heirs, devisees, personal representatives of such Insured, or, if a corporation, its successors by dissolution, merger or consolidation, against loss or damage not exceeding the amount stated in Schedule A, together with costs, attorneys' fees and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

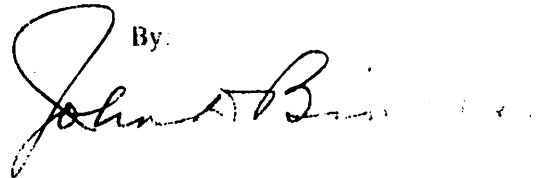
1. Any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule A, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage in Schedule B or in the Conditions and Stipulations; or
2. Lack of a right of access to and from the land;

all subject, however, to the provisions of Schedules A and B and to the Conditions and Stipulations hereto annexed; all as of the date of this policy.

*In Witness Whereof*, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY

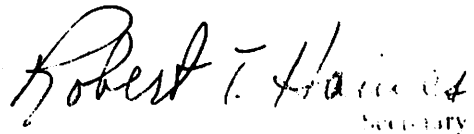
By:



Issued by:  
INSURED TITLE COMPANY, INC.  
519 First Nat'l Bank Bldg.  
P. O. Box 2068  
Montgomery, Alabama 36103  
(205) 263-1649



ATTEST:

  
Secretary

IMPORTANT

This policy necessarily relates solely to the title as of the date of the policy. In order that a purchaser of the real estate described herein may be insured against defects, liens or encumbrances, this policy should be reissued in the name of such purchaser.

whose name s 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 this conveyance, they executed the same voluntarily, on the day the same bears date.

Given under my hand this the 30<sup>th</sup> day of November A. D., 1967.

*Robert L. ...*  
Notary Public

FOR RECORDING ONLY

STATE OF ALA.  
MONTGOMERY CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED IN

DEC 21 1 01 PM 1967

RECORDED & INDEXED  
AS SHOWN ABOVE

*Wm. D. ...*  
JUDGE OF PROBATE

*Deed Tax 18.00 pd*