

PRIVATE EASEMENT FOR INGRESS AND EGRESS

STATE OF ALABAMA

SHELBY COUNTY

100

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Bryant Homes, Inc., a corporation (hereinafter called Grantor), is the owner of Lot 45, according to the survey of amended map of Brookhaven, Sector 3, as recorded in Map Book 11, Page 118, in the Probate Office of Shelby County, Alabama; and,

WHEREAS, Smyer Building Corporation, (hereinafter called Grantee) is the owner of a parcel of land which is contiguous to the above described parcel, and further described as:

Lot 44 according to the survey of amended map of Brookhaven Sector 3 as recorded in Map Book 11 page 118 in the Probate Office of Shelby County, Alabama.

WHEREAS, Grantor is desirous of granting and establishing to Grantee an easement for use as a private easement for ingress and egress for the Grantee hereto, its successors and assigns, over and across the property described below;

NOW, THEREFORE, in consideration of One Dollar and Other Good and Valuable Consideration, the receipt of which is hereby acknowledged, the undersigned Grantor, Bryant Homes, Inc., a corporation, hereby grants to Smyer Building Corporation, Grantee, its successors and assigns, a private easement for ingress and egress, on, over and across the following described property situated in Shelby County, Alabama, to-wit:

Part of Lot 45, Amended Plat, Brookhaven Sector 3, a map of which is recorded in the Office of Judge of Probate, Shelby County, Alabama, in Map Book 11, on Page 118, said part being more particularly described as follows:

Commence at the most northerly corner of Lot 45; thence run southwesterly along the northwesterly line of Lot 45 a distance of 35.00 feet to the point of beginning; thence turn 13°02'46" right and run southwesterly a distance of 238.25 feet to a point on the southwesterly line of Lot 45; thence turn 71°14'36" right and run northwesterly along the southwesterly line of Lot 45 a distance of 51.69 feet to the most westerly corner of Lot 45; thence turn 119°37'37" right and run northeasterly along the northwesterly line of Lot 45 a distance of 259.40 feet.

By acceptance and recordation of this easement, Grantee agrees to save Bryant Homes, Inc., a corporation, its successors and assigns, harmless from any and all liability, personal or otherwise which might result from the use of this easement.

To Have and To Hold, the same to the said Grantee and its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor, Bryant Homes, Inc., a corporation, by its President, James J. Bryant, who is authorized to execute this conveyance, has hereto set its signature and seal this 24 day of October, 1988.

BRYANT HOMES, INC., a corporation

BY

President

Larry Halcomb

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STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that James J. Bryant, whose name as President of Bryant Homes, Inc., a corporation, 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 the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of the said corporation.

Given under my hand and official seal, this the 24<sup>th</sup> day of October, 1938.

Delaney C. Meeker  
Notary Public

My Commission Expires September 29, 1992

ASSENT OF MORTGAGEE

The undersigned, Central Bank of the South, holder of a mortgage on the above described property over which the easement for ingress and egress is being granted, does hereby evidence its assent to the granting of the easement over said property and does hereby release and discharge from the lien and operation of that certain mortgage executed to it by Bryant Homes, Inc. under date of July 21, 1988, and recorded in the Probate Office of Shelby County, Alabama, in Volume 196, page 480 the following described lot or parcel of land to wit:

Commence at the most northerly corner of Lot 45; thence run southwesterly along the northwesterly line of Lot 45 a distance of 35.00 feet to the point of beginning; thence turn 13°02'46" right and run southwesterly a distance of 238.25 feet to a point on the southwesterly line of Lot 45; thence turn 71°14'36" right and run northwesterly along the southwesterly line of Lot 45 a distance of 51.69 feet to the most westerly corner of Lot 45; thence turn 119°37'37" right and run northeasterly along the northwesterly line of Lot 45 a distance of 259.40 feet.

It is understood, however, that the execution of this release shall in no wise operate to release or impair the lien or security of said mortgage upon the property remaining subject thereto.

IN WITNESS, Central Bank of the South has hereunto set its signature by Eugene A. Byrd its Real Estate Officer, who is duly authorized and has caused this instrument to be executed this 26th day of October, 1988.

1. Down Tax \$ 5.00  
2. Reg. Tax \_\_\_\_\_  
3. Recording Fee 5.00  
4. Indexing Fee 1.00  
TOTAL 6.50

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

88 NOV -2 AM 9:17

CENTRAL BANK OF THE SOUTH

BY: Eugene A. Byrd

ITS: Real Estate Officer

STATE OF ALABAMA

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE

JEFFERSON COUNTY

I, the undersigned, Notary Public, in and for said County in said State, hereby certify that Eugene A. Byrd whose name as Real Estate Officer of Central Bank of the South, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and Official seal this 26<sup>th</sup> day of October, 1988.

Frances D. Newfield  
Notary Public

MY COMMISSION EXPIRES JULY 21, 1991

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