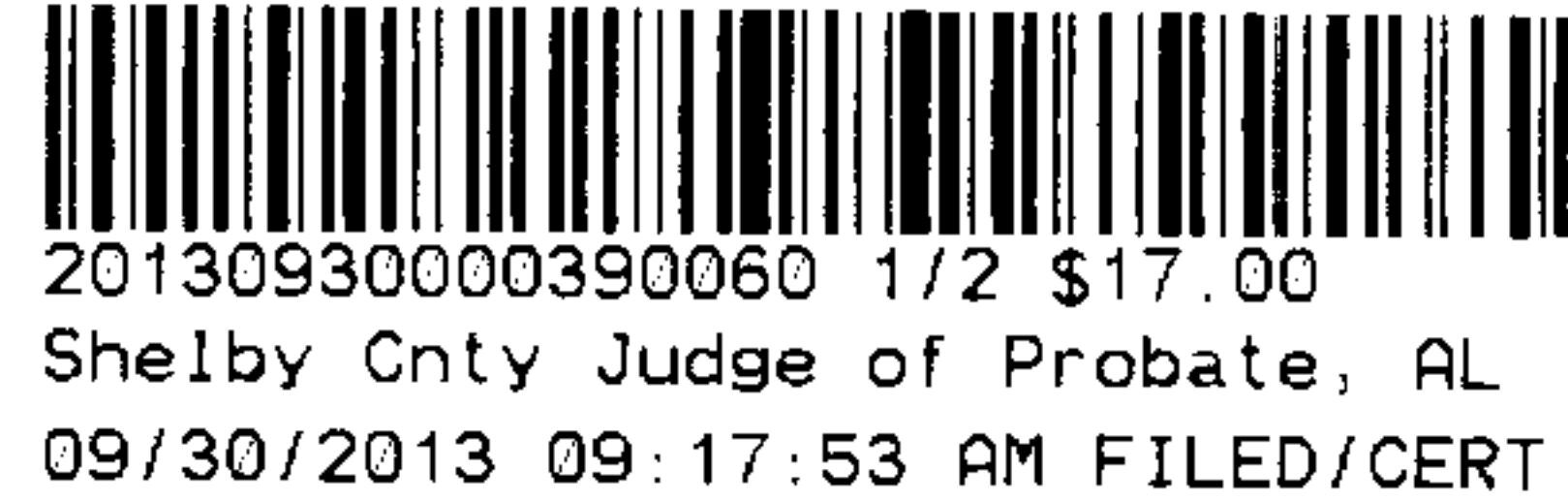


STATE OF ALABAMA)

COUNTY OF SHELBY)



VACATION OF PORTION OF EASEMENT

This Vacation of Easement is executed this 20th day of September, 2013 by Maxie L. Davis and Kristin K. Davis (jointly referred to herein as "Davis").

WHEREAS, Davis has heretofore filed of record that certain Map and Survey of Maxie Davis Addition to Indian Springs, as recorded in Map Book 43, page 77, in the Probate Office of Shelby County, Alabama (the "Plat"); and

WHEREAS, said Plat showed a twenty foot (20') ingress and egress easement that runs along the boundary of Lots 1 and 2 and then meanders through Lot 2 in a north south direction until the same re-enters Lot 2 and turns back along the South line of Lot 2 in an east/west direction; and

WHEREAS, the easement was solely for the benefit of Lots 1 and 2 and other property presently owned by Davis; and

WHEREAS, Davis is selling Lot 2 to Christopher W. McGregor and Margaret Ann McGregor (herein jointly referred to as "McGregor") and as a condition of that closing, Davis is required to release any interest in the easement to the extent of that portion running north and south.

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES, Davis does hereby agree as follows:

1. Davis does hereby vacate and release the easement to the extent of that portion of the easement that is located on Lot 2 and runs in a north/south direction. Neither Davis nor any property owned by Davis and benefitted thereby shall have any further rights to the portion of the easement so vacated.

2. All other portions of the easement shall remain in effect except, as per the Warranty Deed from Davis to McGregor dated simultaneously herewith, Davis hereby declares and grants to McGregor the sole and exclusive use of that portion of the easement located on Lot 1 and running north and south along the common boundary of Lots 1 and 2 beginning at the intersection of said Lots with Highway 119 and extending along said boundary an approximate distance of 309.38 feet.

3. This Agreement shall binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns and shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and date first above mentioned.

Maxie L. Davis
Maxie L. Davis

Kristin K. Davis
Kristin K. Davis

STATE OF ALABAMA)

COUNTY OF Shelby)


I, the undersigned, a Notary Public in and for said County and State, hereby certify that Maxie L. Davis and Kristin K. Davis, whose names are signed to the foregoing and who are known to me, acknowledged before me on this day that, being informed of the contents of the same, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 20th day of September, 2013.

John Vaughn
Notary Public
My Commission Expires: 9/18/2017

THIS INSTRUMENT PREPARED BY:

James M. Edwards
Balch & Bingham LLP
Post Office Box 78
Montgomery, Alabama 36101
(334) 269-3121


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Shelby Cnty Judge of Probate, AL
09/30/2013 09:17:53 AM FILED/CERT