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KNOW ALL MEN BY THESE PRESENTS, That Whereas, Claude E. Blackerby whose wife is Essie Blackerby, and Willie H. Blackerby whose wife is Agnes Blackerby, hereinafter called parties of the first part, are the joint owners of the following described real estate, situated in Shelby County, Alabama, viz:

$N\frac{1}{2}$ of $NE\frac{1}{4}$ of $SW\frac{1}{4}$, Section 32, Township 20, Range 1, East,
and

WHEREAS, Simon Blackerby and Lewis Blackerby, hereinafter called parties of the second part are the joint owners of the following described property in Shelby County, Alabama:

$W\frac{1}{2}$ of $NW\frac{1}{4}$, and $S\frac{1}{2}$ of $NE\frac{1}{4}$ of $SW\frac{1}{4}$, Section 32, Township 20, Range 1 East,
and

WHEREAS, there has existed for more than forty years a lane or roadway along the West side of said 20 acres i.e. $N\frac{1}{2}$ of $NE\frac{1}{4}$ of $SW\frac{1}{4}$, S. 32, Tp. 20, R. 1 East, in varying widths from eight to twelve feet and which said easement is bounded on the West by the West boundary of said $NE\frac{1}{4}$ of $SW\frac{1}{4}$, and which said West boundary is marked by a wire fence, and bounded on the East by a wire fence; and bounded on the North by the North boundary of said 20 acres, and on the south by the south boundary of said 20 acres, and

WHEREAS, parties of the first part are desirous of assuring parties of the second part, their heirs and assigns, that said lane or roadway shall remain open for the purpose of egress and ingress, for foot and vehicular travel between said $W\frac{1}{2}$ of $NW\frac{1}{4}$ and $S\frac{1}{2}$ of $NE\frac{1}{4}$ of $SW\frac{1}{4}$, Section 32, Township 20, Range 1, East.

NOW, THEREFORE, in consideration of the premises, and the further consideration of the sum of One and No/100 Dollars to parties of the first part, in hand paid by parties of the second part, parties of the first part do grant to parties of the second part, their heirs and assigns, the right to use in common with parties of the first part, said above described right of way as a roadway for foot, animal or vehicular travel.

It is agreed and understood by and between the parties hereto that if at any future date the above tracts of land which are connected by the easement described herein shall be divided so that each body is owned by different owners, then and in that event, this agreement shall be null and void, otherwise to remain in full force and effect for the benefit of the owners of said $W\frac{1}{2}$ of $NW\frac{1}{4}$ and $S\frac{1}{2}$ of $NE\frac{1}{4}$ of $SW\frac{1}{4}$, S 32, T 20, R 1 East.

TO HAVE AND TO HOLD the said right of way hereby granted unto parties of the second part, their heirs and assigns, as appurtenant to their said premises.

IN WITNESS WHEREOF, we have set our hands and seals this 27th day of August, 1956

Claude E. Blackerby
Willie H. Blackerby
Essie Blackerby
Agnes Blackerby

STATE OF ALABAMA)

SHELBY COUNTY)

I, Wales W. Wallace, Jr., a Notary Public, in and for said County and State, hereby certify that Claude E. Blackerby and wife, Essie Blackerby, and Willie H. Blackerby and wife, Agnes Blackerby, whose names are signed to the foregoing agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of the agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand, this 27th day of August, 1956.


 Notary Public

State of Alabama, Shelby County

I, L. C. Walker, Judge of Probate hereby certify that the within Agreement was filed in this office for record the 26
 day of Nov. 1956 at 10:00 M, and recorded in Deed Record 183 Page 372 & examined
11-27-56 and the Mortgage Tax of \$ — Deed Tax of \$ 30 has been paid.
 Fee \$ 1.20 L. C. Walker Judge of Probate
.50

1.70