

STATE OF ALABAMA )

BOOK 192 PAGE 471

SHELBY COUNTY )

April

THIS AGREEMENT, made and entered into this 15 day of ~~March~~, 1958, by and between William A. Farr and wife, Mary B. Farr, party of the first part, which expression shall include their heirs, executors, administrators or assigns, and William J. Bailey and wife, Zella J. Bailey, party of the second part, which expression includes, their heirs, executors, administrators or assigns, WITNESSETH:

WHEREAS, the party of the first part owns and has title to certain real property in Shelby County, Alabama, and

WHEREAS, the party of the second part desires a roadway over the real estate of party of the first part, for the purpose of ingress, egress and regress,

NOW, THEREFORE, it is hereby agreed as follows:

That party of the first part, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, to party of the first part, in hand paid by party of the second part, the receipt of which is acknowledged, party of the first part does hereby grant, bargain, and sell to the party of the second part a roadway for the purpose of ingress, egress and regress for foot or vehicular travel on and over a roadway, more particularly described as follows:

A strip of land of equal width on either side of a center line described as follows: Commencing at the SW corner of SW $\frac{1}{4}$  of NW $\frac{1}{4}$ , Section 27, Township 21, Range 1 East, and run thence Easterly along the south boundary of said Quarter Quarter Section 7 $\frac{1}{2}$  feet to the center line of the roadway hereinafter described; thence Southerly and parallel with the west boundary of NW $\frac{1}{4}$  of SW $\frac{1}{4}$ , 7 $\frac{1}{2}$  feet to a point; thence Westerly and parallel with the East-West median lines of sections 27 and 28, respectively to a point 7 $\frac{1}{2}$  feet south of the North boundary of NE $\frac{1}{4}$  of SE $\frac{1}{4}$ , Section 28, Township 21, Range 1 East, which said point is 7 $\frac{1}{2}$  feet east of the East boundary of a cemetery lot which was described in the exception in that certain deed from E.L.Crumpton & wife, Mary A.Crumpton to E.D.Farr & W.A.Farr, dated Sept. 16, 1940 and recorded in the Probate Office of Shelby County, Alabama in Deed Book 136, page 91; thence Southerly and parallel with the West boundary of said NW $\frac{1}{4}$  of SW $\frac{1}{4}$  to a point due East of the SE corner of said cemetery lot; thence continue Southerly in the same direction 7 $\frac{1}{2}$  feet; thence Westerly and parallel with the North boundary of said NE $\frac{1}{4}$  of SE $\frac{1}{4}$ , to the East boundary of a public road.

The party of the first part shall fully use and enjoy the aforesaid premises, except as to the rights of ingress, egress and regress herein granted.



TO HAVE AND TO HOLD the said easement, right and right of way, unto party of the second part, their heirs and assigns forever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals in

duplicate this 15 day of <sup>April</sup>~~March~~, 1958.

William A. Farr  
William A. Farr

Mary B. Farr  
Mary B. Farr  
(PARTY OF THE FIRST PART)

William J. Bailey  
William J. Bailey

Zella J. Bailey  
Zella J. Bailey  
(PARTY OF THE SECOND PART)

STATE OF ALABAMA )  
SHELBY COUNTY )

I, Walter C. Crockett, a Notary Public, in and for said County and State, hereby certify that William A. Farr and wife, Mary B. Farr, whose names are signed to the foregoing easement agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of this easement agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand this 15 day of <sup>April</sup>~~March~~, 1958.

Walter C. Crockett  
Notary Public

STATE OF ALABAMA )  
SHELBY COUNTY )

I, Walter C. Crockett, a Notary Public, in and for said County and State, hereby certify that William J. Bailey and wife, Zella J. Bailey, whose names are signed to the foregoing easement agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of this easement agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand this 15 day of <sup>April</sup>~~March~~, 1958.

Walter C. Crockett  
Notary Public

State of Alabama, Shelby County

I, E. C. Walker, Judge of Probate hereby certify that the within

day of April 1958 at 11 o'clock A.M. and recorded in Book 192 Page 472 & examined

and the Mortgage Tax of \$

Deed Tax of \$

has been paid.

Fee \$

E. C. Walker Judge of Probate