

EASEMENT

4712 FILED 11 AUGUST 1959

STATE OF ALABAMA )  
SHELBY COUNTY )

BOOK 201 PAGE 289

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of ONE DOLLAR (\$1.00) paid by KARL NICKERSON, PAUL NICKERSON and LOIS S. NICKERSON, devisees under the will of K. B. Nickerson, deceased, to ROBERT L. HAWKINS and EMILY MAE HAWKINS, the receipt of which is hereby acknowledged, the said Robert L. Hawkins and wife, Emily Mae Hawkins, do hereby grant to the said Karl Nickerson, Paul Nickerson and Lois S. Nickerson, devisees under the will of K. B. Nickerson, deceased, an easement over, upon and across the south forty (40) feet of the following described real property located in Shelby County, Alabama, viz:

Commence at the Southeast corner of the NW $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 2, Township 21, Range 3 West, and run west along the south line of said forty 690 feet to the point of beginning of the lot herein described, thence continue west along south line of said forty 210 feet, thence run north 210 feet, thence east 210 feet, thence south 210 feet to the point of beginning,

to the extent of the said grantors' right, title and interest therein, for a roadway, and not otherwise, subject to the following conditions and limitations:

1. Grantees, their heirs, personal representatives and assigns shall indemnify and hold harmless the grantors against any damage to the premises of the grantors caused by the location, construction, use or maintenance of said roadway.

2. Grantees, their heirs, personal representatives and assigns shall not have the right, power or authority to encumber the premises of the grantors with any lien, assessment or charge of any kind.

3. Grantees will pay all assessments, improvement charges and/or increase in ad valorem taxes resulting from or related to improvements placed upon said property under and by virtue of this assessment.

4. The exact location and nature of any improvement placed upon said easement will be subject to approval by the grantors, their heirs, personal representatives and assigns.

5. The Grantees shall have no right to place or locate upon the hereinabove described property any improvement or structure of any kind other than the grading and/or paving of said roadway and gutters, to serve their adjoining property.

CITY FEDERAL SAVINGS AND LOAN ASSOCIATION joins in this instrument to the extent of its interest, as mortgagee under that certain mortgage dated April 25, 1958, recorded in Volume 254 at page 48 in the Office of the Judge of Probate of Shelby County, Alabama.

TO HAVE AND TO HOLD unto the said Karl Nickerson, Paul Nickerson and Lois S. Nickerson, devisees under the will of K. B. Nickerson, deceased, their heirs, personal representatives and assigns forever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 3<sup>rd</sup> day of August, 1959.

WITNESSES:

Robert L. Hawkins (SEAL)

Emily Mae Hawkins (SEAL)

ATTEST:

CITY FEDERAL SAVINGS AND LOAN ASSOCIATION

(SEAL)

E. C. Bloom  
Secretary

By E. C. Bloom  
Its EXEC. VICE PRESIDENT

STATE OF ALABAMA )

Jefferson COUNTY )

I, Phineas H. Parker, a Notary Public in and for said County in said State, hereby certify that Robert L. Hawkins and his wife, Emily Mae Hawkins, whose names are signed to the foregoing easement, and who are known to me, acknowledged before me on this day, that, being informed of the contents of easement, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3 day of August, 1959.

Phineas H. Parker  
Notary Public

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, Phineas H. Parker, a Notary Public in and for said County in said State, hereby certify that E. C. Bloom and A. C. Grundmann, whose names as Exec. Vice-Pres and Secretary, respectively of the City Federal Savings and Loan Association, a corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 3 day of August 1959.

Phineas H. Parker  
Notary Public

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STATE OF ALABAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within Easement was filed for record the 11 day of Aug 1959 at 2 o'clock P. M. and recorded in Book Record 203 at page 289 and the Mortgage Tax Deed Tax 50 has been paid.

Conrad M. Fowler  
Judge of Probate.