

BAHK

1031

STATE OF ALABAMA, )

SHELBY COUNTY. )

THIS AGREEMENT MADE AND ENTERED INTO by and between  
Joe John Joseph and wife, Yvonne Dennis Joseph, Parties of First  
Part, and The First Bank of Alabaster, a corporation, Party of  
Second Part,

WITNESSETH THAT, WHEREAS, the said parties are owners of  
adjoining parcels of land lying between the right of way of L & N  
Railroad on the west and the right of way of U. S. Highway #31 on  
the East, in SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 35, Township 20 South of  
Range 3 West in Shelby County, Alabama; are desirous that a strip  
of land fifty (50) feet in width, being twenty-five (25) feet on  
each side of the boundary line dividing the lands aforesaid of  
said parties be and remain available for parking by the customers  
of each of the parties respectively.


NOW, THEREFORE, In consideration of One Dollar to each  
of the said parties by the other in hand paid and in further con-  
sideration of mutual agreements hereby made and entered into, each  
of the parties hereto do for themselves and for their respective  
heirs, executors, administrators, assigns and successors, covenant  
and agree with the other of said parties and their heirs, executors,  
administrators, assigns and successors; that they will not, without  
the consent of such other party or of such other party's successor  
in interest to said strip of land maintain any permanent structure  
which will materially interfere with the parking of motor vehicles  
on any part of parcel of land described as follows, viz.:

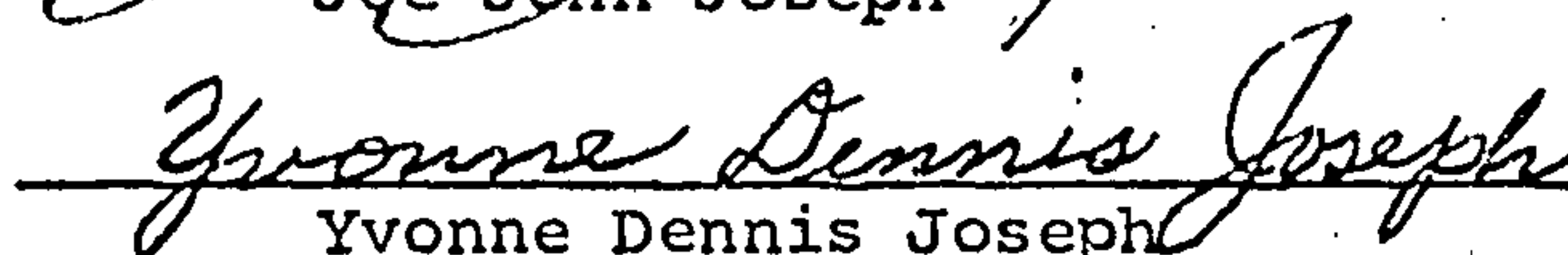
Commence at Northeast corner of SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section  
35, Township 20 South of Range 3 West and run thence  
in westerly direction along north boundary of said

SE $\frac{1}{4}$  of NE $\frac{1}{4}$  a distance of 299.98 feet to a point on easterly line of right of way of L & N Railroad; thence run in a southwesterly direction along said line of said railroad right of way a distance of 707.10 feet to point of beginning of strip of land hereby described; thence continue in southwesterly direction along said line of said railroad right of way a distance of 25 feet; thence turn an angle of 90° 47' to the left and run in an easterly direction a distance of 81.34 feet, more or less, to point on westerly line of right of way of U. S. Highway #31; thence run in a northeasterly direction along said line of said highway right of way a distance of 50 feet; thence run in a westerly direction a distance of 80.83 feet, more or less, to point on aforesaid east line of right of way of L & N Railroad; thence run in a southwesterly direction along said line of said railroad right of way a distance of 25 feet to point of beginning.


This instrument is not intended to convey to either party, or to anyone else, any right, title or interest in or to the portion of said strip owned by the other party, and shall not be so construed; it being understood and agreed that the rights of the respective parties and of their customers, respectively, to park motor vehicles on, or to make any other use whatsoever of, that portion of said strip of land owned by the other party, shall, at all times, be at the will of such owner and not as a vested right hereunder or otherwise.

IN WITNESS WHEREOF, Parties of First Part have hereunto set their respective hands and seals and Party of Second Part has caused this agreement to be executed for it and in its name and behalf by George L. Scott, Jr., its President, who is thereunto duly authorized this 15<sup>th</sup> day of December, 1964.

 (SEAL)  
Joe John Joseph

 (SEAL)  
Yvonne Dennis Joseph

THE FIRST BANK OF ALABASTER

By  Its President

BOOK 233 PAGE 564

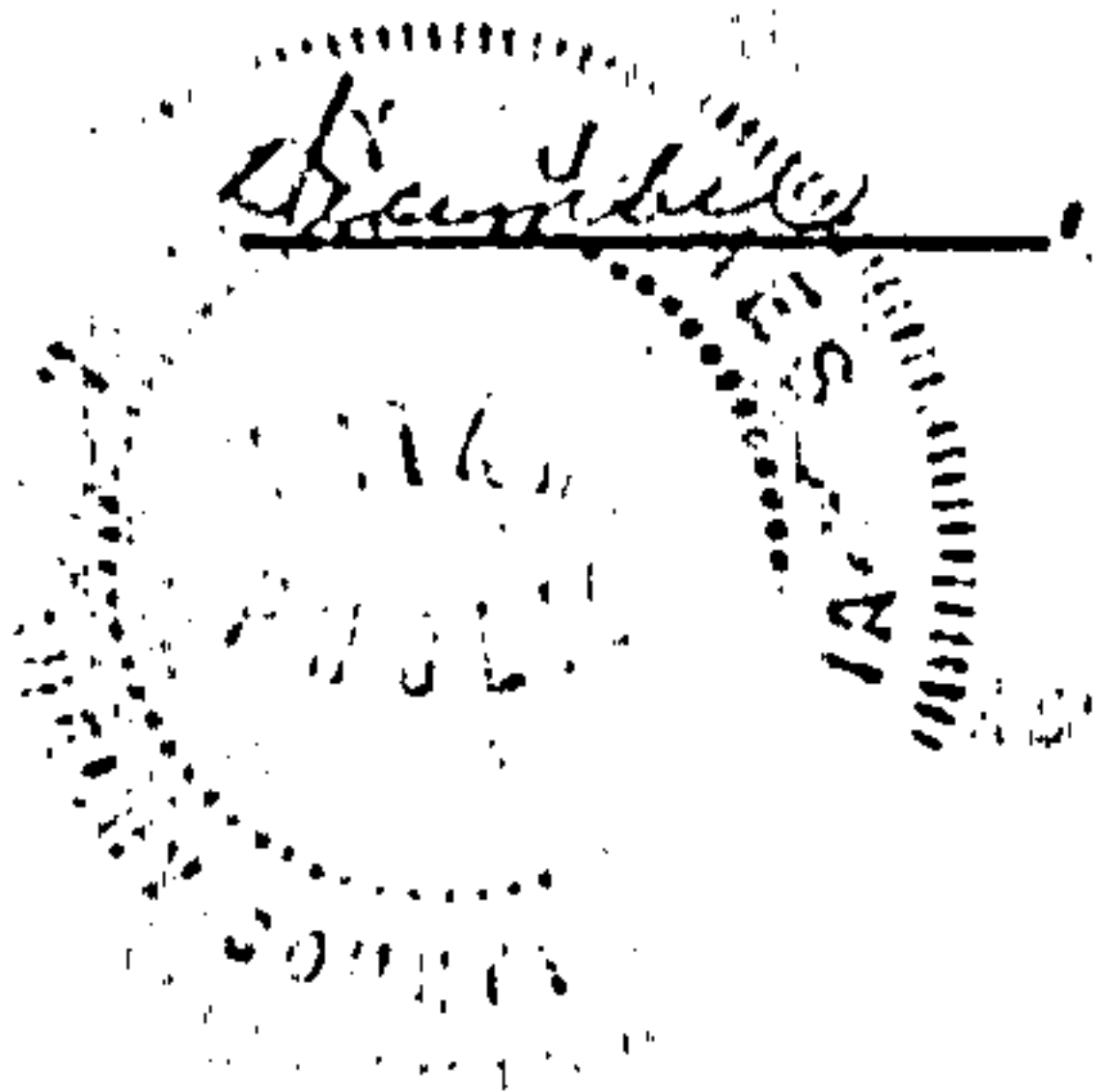
STATE OF ALABAMA, )

Shelby  
JEFFERSON COUNTY. )

I, W. GRAY Jones, a Notary Public

in and for said County in said State, hereby certify that Joe John Joseph and wife, Yvonne Dennis Joseph, 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 and official seal this 15<sup>th</sup> day of December, 1964.



W. Gray Jones  
Notary Public

STATE OF ALABAMA, )

Shelby COUNTY. )

I, W. GRAY Jones, a Notary Public

in and for said County in said State, hereby certify that George L. Scott, Jr., whose name as President of The First Bank of Alabaster, a corporation, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, 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 the 15<sup>th</sup> day of December, 1964.

W. Gray Jones  
Notary Public