

3635

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

This Agreement made and entered into on this the 28 day of April, 1967, by and between Robert Dean Phillips and wife, Patricia Phillips (hereinafter called Purchasers) and W. J. Matthews and wife, Ora Matthews (hereinafter called Sellers).

WHEREAS, the Purchasers have this date purchased a tract or parcel of land being the Southern portion of Lot 19, Cahaba River Estates, as recorded in Map Book 3, Pages 32 and 33, in the Office of the Judge of Probate of Jefferson County, Alabama, Bessemer Division, being more particularly described in that certain deed from Sellers to Purchasers under current date; and

WHEREAS, said deed grants to the Purchasers the right to use the water in a well located on the property of Sellers, lying North and adjacent to said property, together with ingress and egress thereto; and

WHEREAS, the Purchasers are in the process of constructing a well on the property being purchased and desire to reconvey to Sellers the aforesaid water rights to sellers property upon the completion and satisfactory performance of the well being constructed on the property of the Purchasers.

NOW, THEREFORE, for and in consideration of their mutual covenants and the sum of One Dollar (\$1.00) in hand paid by Sellers to Purchasers the receipt of which is hereby acknowledged, the undersigned Sellers and Purchasers hereby agree that Purchasers will reconvey the water rights to Sellers as hereinabove described, upon the completion of the well being constructed on the lands of the Purchasers, providing, however, that said well being constructed will, in the opinion of the Purchasers be satisfactory to them for household usages and also upon the condition that Birmingham Federal Savings and Loan Association, mortgagee on said land, agrees to release said water rights from the mortgage given by Purchasers to Birmingham Federal Savings & Loan Association on this date.

This Agreement will be binding upon the heirs and assigns of the parties hereto.

WITNESS:

[Signature]

[Signature]
Robert Dean Phillips
[Signature]
Patricia Phillips
[Signature]
W. J. Matthews
[Signature]
Ora Matthews

See Release in Deed Book 250 Page 879

BOOK 258 PAGE 12

The undersigned, Birmingham Federal Savings and Loan Association, hereby agrees with the aforesaid Robert Dean Phillips and wife, Patricia Phillips, that it will release the aforesaid mentioned water rights from the aforementioned mortgage upon the condition that the aforesaid well being constructed is, in the opinion of the said Robert Dean Phillips and wife, Patricia Phillips and Birmingham Federal Savings and Loan Association, satisfactory for household use. It is distinctly understood that the undersigned will in no wise be liable or responsible for the maintenance, upkeep or personal liability for the usage of the water rights exercised by the hereinabove mentioned Purchasers.

BIRMINGHAM FEDERAL SAVINGS AND LOAN ASSOCIATION

By Richard W. D. [Signature]
Vice President

5-3-67 8:30 AM
COUNCIL OF PROBATE
JUDGE OF PROBATE

BOOK 246 PAGE 43