

\$ 3.96

1903

STATE OF ALABAMA)

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Thousand Eighty-Eight and No/100 Dollars (\$1,088.00), the receipt of which is hereby acknowledged, KIMBERLY-CLARK CORPORATION, a corporation (hereinafter referred to as Grantor), does hereby grant to FRANCIS M. RANDALL and wife, HARRIETT A. RANDALL (hereinafter referred to as Grantees), their heirs and assigns, an easement fifty (50) feet in width for the construction and maintenance of a private road on, over and across a strip of land described as follows:

A strip of land located in the SE 1/4 of SE 1/4, Section 21, Township 21 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

Beginning at the southeast corner of the SE 1/4 of SE 1/4 of Section 21, Township 21 South, Range 3 West, Shelby County, Alabama, thence north 1188 feet along the east line of said quarter-quarter section to the southernmost shoulder of Shelby County Route 80; thence west along said shoulder a distance of 50 feet; thence south 1188 feet parallel to the east line of said quarter-quarter section; thence east a distance of 50 feet to the point of beginning, containing 1.36 acres, more or less.

Grantees, as a condition of this grant, agree to construct a private road on the easement granted, and hereby assume the full obligation of keeping such road in a passable and safe condition at all times, and Grantees agree to indemnify Grantor against any and all liability as might be established or asserted against Grantor in any way connected with the construction or maintenance of such road. Such road, as finally constructed by Grantees, may be improved, or used, by Grantor, its successors or assigns, and shall be used by Grantees, their heirs and assigns. Grantor reserves the right to connect to such road with fire-breaks and/or other roads now existing or as Grantor may desire to construct in the future. Grantor shall have no duty to construct, improve, maintain or keep such road in a safe or passable condition of repair, all such obligations being borne by Grantees. In the event Grantees desire in the future to dedicate such road as a public road, Grantor hereby agrees to such dedication.

BOOK 294 PAGE 570

19750919000051560 1/2 \$.00
Shelby Cnty Judge of Probate, AL
09/19/1975 12:00:00AM FILED/CERT

This Document Prepared By
HAROLD WILLIAMS
Balch, Bingham, Baker, Hawthorne, Williams & Ward
600 North 15th Street
Birmingham, Alabama 35201

Grantees shall have the right to construct and to maintain a roadway suitable for their purpose and the right, both prior to construction and from time to time thereafter as deemed necessary, to clear timber and other growth from such right of way. The Grantor shall have the right of ingress and egress to and from such strip of land over adjacent lands of Grantor for any purpose.

TO HAVE AND TO HOLD the same to Francis M. Randall and wife, Harriett A. Randall, their heirs and assigns, forever.

IN WITNESS WHEREOF, Kimberly-Clark Corporation, a corporation, has caused these presents to be executed by F. G. Comer, Jr., Manager, Coosa Forest Products Operations, Kimberly-Clark Corporation, who is duly authorized thereto, on this the 10 day of September, 1975.

KIMBERLY-CLARK CORPORATION

Witness:

C. Webb

By *F. G. Comer Jr.*
F. G. Comer, Jr., Manager
Coosa Forest Products Operations

Recd. Sep 20
Cons. Probate
JUDGE OF PROBATE

1975 SEP 19 AM 9:09

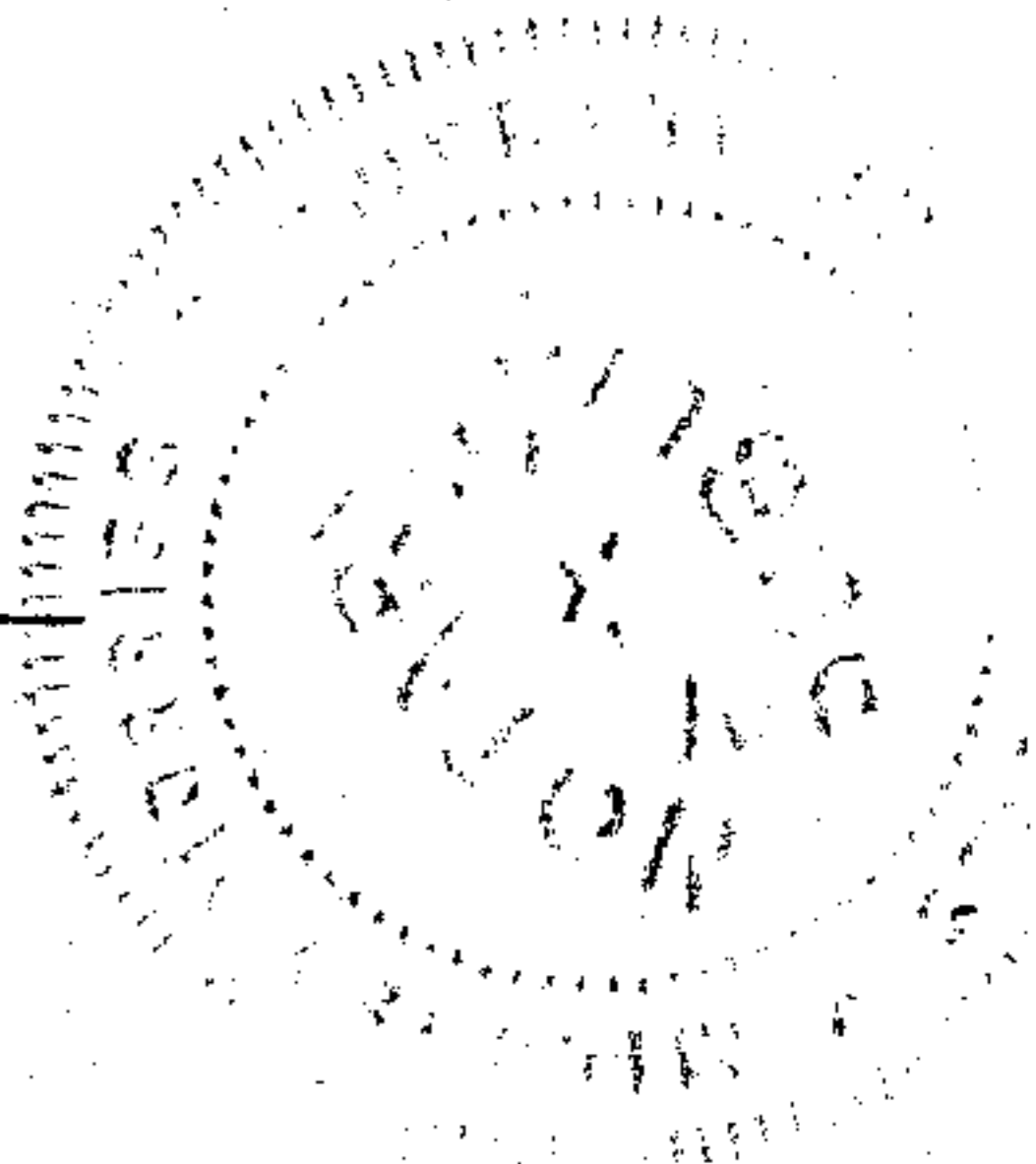
STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

STATE OF ALABAMA)
TALLADEGA COUNTY)

I, the undersigned notary public, in and for said County, in said State, hereby certify that F. G. Comer, Jr., whose name as Manager of Coosa Forest Products Operations of Kimberly-Clark Corporation, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in such capacity, 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 10 day of September, 1975.

Mildred Morris
Notary Public



Notary Public, State of Alabama at Large
My Commission Expires May 17, 1976

19750919000051560 2/2 \$.00
Shelby Cnty Judge of Probate, AL
09/19/1975 12:00:00AM FILED/CERT

BOOK 294 PAGE 571