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This Instrument Prepared by:
Maurice L. Shevin
✓ SIROTE, PERMUTT, FRIEND, FRIEDMAN,
HELD & APOLINSKY, P.A.
2222 Arlington Avenue South
Birmingham, Alabama 35255

STATE OF ALABAMA)
COUNTY OF SHELBY)

CROSS EASEMENTS AND USE AGREEMENT

THIS AGREEMENT, made this 9th day of March,
1983, by and between Transamerica Financial Services, Inc. (here-
inafter referred to as "Transamerica"), Marjorie D. Taylor and
husband, Dick M. Taylor (hereinafter referred to as "The Taylors"),
and Jim Walter Homes, Inc. (hereinafter referred to as "Mortgagee");

WITNESSETH:

WHEREAS, Transamerica is the owner of the following
described real estate (hereinafter referred to as "Parcel A"),
situated in Shelby County, Alabama:

From the Southeast corner of Section 4,
Township 18 South, Range 1 East, go West
along the Section line 3,960.25 feet;
thence right 99° 33' 21", 864.77 feet to
the south right-of-way of Highway #41 for
a point of beginning. Thence right 59°
27' 51", 200 feet; thence right 90°,
201.6 feet to the center of the creek.
Thence right 96° 11' 07", 201.17 feet;
thence right 83° 48' 53", 179.93 feet to
the point of beginning. Situated in Shelby
County, Alabama, lying in the SE 1/4 of the
SW 1/4, Section 4, Township 18 South, Range
1 East, Shelby County, Alabama. LESS AND
EXCEPT: From the Southeast corner of Sec-
tion 4, Township 18 South, Range 1 East, go
West along Section line 3,960.25 feet;
thence right 99° 33' 21", 864.77 feet to
the South right-of-way of Highway #41 for
a point of beginning. Thence right 59° 27'
51", 80 feet; thence right 90°, 188.6 feet;
thence right 96° 11' 07", 80.47 feet; thence
right 83° 48' 53", 179.93 feet to the point
of beginning. Situated in Shelby County,
Alabama, lying in the SE 1/4 of the SW 1/4
of Section 4, Township 18 South, Range 1
East, Shelby County, Alabama. Mineral and
mining rights excepted; AND

WHEREAS, Marjorie D. Taylor is the owner of the
following described real estate (hereinafter referred to as
"Parcel B"), situated in Shelby County, Alabama:

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From the Southeast corner of Section 4, Township 18 South, Range 1 East, go West along the Section line 3,960.25 feet; thence right 99° 33' 21", 864.77 feet to the South right-of-way of Highway #41 for a point of beginning; thence right 59° 27' 51", 80 feet; thence right 90°, 188.6 feet; thence right 96° 11' 07", 80.47 feet; thence right 83° 48' 53", 179.93 feet to the point of beginning. Containing 0.34 acres and lying in the Southeast 1/4 of the Southwest 1/4 of Section 4, Township 18 South, Range 1 East, Shelby County, Alabama; AND

WHEREAS, Parcel B is subject to a mortgage in favor of Mortgagee, which said mortgage is recorded in Volume 392, page 246, in the Office of Judge of Probate of Shelby County, Alabama; AND

WHEREAS, the septic tank, which services both Parcel A and Parcel B, is located on Parcel B; and the well, which services both Parcel A and Parcel B is located on Parcel A; AND

WHEREAS, the Parties hereto desire to enter into an agreement concerning the use and maintenance of said well and septic tank;

NOW THEREFORE, in consideration of the above premises and the mutual covenants hereinafter set forth, faithfully to be kept by the Parties hereto, it is agreed as follows:

1. Transamerica, its successors and assigns, shall have the right to use the septic tank located on Parcel B.
2. The Taylors, their heirs, executors, and assigns shall have the right to use the well located on Parcel A.
3. Transamerica shall keep and maintain said well at its expense. If; however, Transamerica fails to keep and maintain said well, then the Taylors, their heirs, executors, and assigns shall have the right to repair and maintain said well at Transamerica's expense; provided, however, that the Taylors shall, at their expense, make good all damage or disturbance, which may be caused to said Parcel A, as a result of such repair or maintenance.
4. The Taylors shall keep and maintain said septic tank at their expense. If; however, the Taylors fail to keep and maintain said septic tank, then Transamerica shall have the right

to repair and maintain said septic tank at the Taylors' expense; provided, however, that Transamerica shall make good, at its expense, all damage or disturbance, which may be caused to said Parcel B, as a result of such repair or maintenance.

The easements established and granted herein are for the benefit and appurtenant to the aforescribed real estate and shall constitute covenants running with the lands.

The Mortgagee is entering into this Agreement for the purpose of giving its consent hereto.

IN WITNESS WHEREOF, the said Transamerica Financial Services, Inc.; Marjorie D. Taylor and husband, Dick M. Taylor; and Jim Walter Homes, Inc., have hereunto set their signatures and seals this 9th day of March, 1983.

TRANSAMERICA FINANCIAL SERVICES, INC.

By: [Signature] (SEAL)
Its Branch Manager

* [Signature] (SEAL)
Marjorie D. Taylor

[Signature] (SEAL)
Dick M. Taylor

JIM WALTER HOMES, INC.

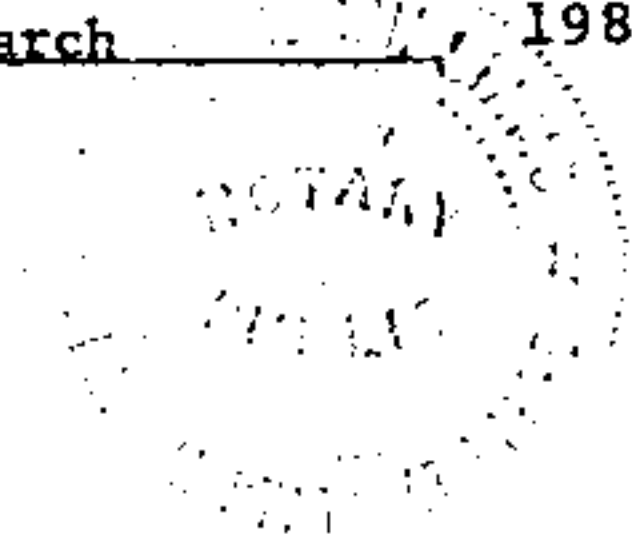
By: [Signature] (SEAL)
Its Vice President

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Carl G. Swick, whose name as Branch manager of Transamerica Financial Services, Inc., 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/she, 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 9th day of March, 1983.



[Signature]
Notary Public

My Commission Expires: _____

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STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Marjorie D. Taylor and husband, Dick M. Taylor, 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 the 9th day of March, 1983.

Lana M. Williams
Notary Public

My Commission Expires: _____

My Commission Expires April 18, 1983

STATE OF FLORIDA)

HILLSBOROUGH COUNTY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that H. R. Clarkson, whose name as Vice President of Jim Walter Homes, Inc., 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/she, 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 9th day of March, 1983.

Patti L. Schmidt
Notary Public

My Commission Expires: _____

Notary Public
My Commission Expires Jan 7, 1984

MLS:Mshc

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
RE-RECORDED
1983 MAR 29 AM 10:37

Rec. 600
Ind 100
700

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

STATE OF ALABAMA, JEFFERSON
I hereby certify that no mortgage
tax has been collected on this instrument.

ON 3/20/83
Judge of Probate
"NO TAX COLLECTED"

STATE OF ALA. JEFFERSON CO.
I CERTIFY THIS INSTRUMENT
WAS RECORDED

REAL 2307 PAGE 11

MAR 15 3 33 PM '83
RECORDED & INDEXED
MORTGAGE TAX
HAS BEEN
PAID ON THIS INSTRUMENT.

C. J. Danner
JUDGE OF PROBATE

700

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