

STATE OF ALABAMA)
)
 SHELBY COUNTY)

STATE OF LOUISIANA)
)
 LAFAYETTE PARISH)

1,000.00

MORTGAGEE'S CONSENT TO EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, Mitch Ashy-Pelham, a Louisiana limited partnership ("Mitch Ashy-Pelham") is the owner of certain real property in the town of Pelham, Alabama, and has given and granted unto American Bank & Trust Company of LaFayette, Louisiana ("American Bank & Trust Company") a mortgage thereon which is recorded in the office of the Judge of Probate of Shelby County, Alabama in Book 419, page 34 (the "Mortgage"); and

WHEREAS, Mitch Ashy-Pelham has agreed to give and grant a nonexclusive drainage easement to SouthTrust Bank of Alabama, National Association ("SouthTrust") for surface water drainage through, over and along the existing drainage ditches, flumes and pipes and any future modifications, extensions, replacements or improvements thereof as more particularly described in the drainage easement set forth as Exhibit "A" attached hereto and made a part hereof (the "Drainage Easement"); and

WHEREAS, the Drainage Easement, is within the area and upon the property encumbered by the Mortgage; and

WHEREAS, as consideration for the Drainage Easement, SouthTrust has agreed to release all of the right, title, interest and claim of SouthTrust in or to that certain 40-foot easement for ingress, egress and utilities reserved under that certain deed recorded in the aforesaid probate office in Book 325, page 972; and

WHEREAS, as a precondition to releasing the aforesaid easement for ingress, egress and utilities, SouthTrust is requiring that American Bank & Trust Company consent to the

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granting of the Drainage Easement under the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the premises, American Bank & Trust Company does hereby consent to the Drainage Easement being granted by Mitch-Ashy to SouthTrust in substantially the form and content of Exhibit "A" attached hereto and made a part hereof by this reference; and American Bank & Trust Company hereby further agrees that the Mortgage shall be subordinate to the Drainage Easement such that in the event that American Bank & Trust Company or its successors and assigns should succeed to the ownership of the property subject to the Drainage Easement by reason of foreclosure of the Mortgage or otherwise, the title so acquired shall be subject to the Drainage Easement and American Bank & Trust Company and its successors and assigns shall be bound by the terms and conditions thereof.

American Bank & Trust Company, however, does not in any other fashion modify, extend, amend or otherwise change any other undertaking, covenant, agreement, note, mortgage, security agreement or loan agreement whatsoever existing between American Bank & Trust Company and Mitch Ashy-Pelham.

IN WITNESS WHEREOF, American Bank & Trust Company has caused this instrument to be executed on its behalf by its executive vice president and does herein bind itself, its successors and assigns forever.

AMERICAN BANK & TRUST COMPANY

BY: Richard Orgeron
Richard Orgeron, Executive Vice
President

STATE OF LOUISIANA)
LAFAYETTE PARISH)

Acknowledgment

I, the undersigned, a Notary Public in and for said Parish in said State, hereby certify that Richard Orgeron, whose name as Executive Vice President of American Bank &

Trust Company, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, 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 29th day of November, 1983.

Carl E. Ganss
NOTARY PUBLIC

[Affix seal]

My commission expires: at death

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STATE OF ALABAMA)
)
SHELBY COUNTY)

DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the Quit Claim and Release of Easement executed and delivered by the grantee herein to the grantor herein simultaneously with the execution and delivery hereof and recorded in the office of the Judge of Probate of Shelby County, Alabama in Book 353, page 489, and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is acknowledged, MITCH ASHY-PELHAM, a Louisiana limited partnership (herein called "Grantor") does hereby grant, bargain, sell and convey unto SOUTHTRUST BANK OF ALABAMA, NATIONAL ASSOCIATION (herein called the "Grantee") an easement for surface water drainage through, over and along the existing drainage ditches, flumes and pipes and any future modifications, extensions, replacements or improvements thereof along the south boundary of the following described parcel of land, to-wit:

A parcel of land located in the Northwest 1/4 of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the Southwest corner of the Southwest 1/4 of the Northwest 1/4 of said Section 13, thence in an Easterly direction, along the South line of said 1/4-1/4 Section, a distance of 552.40 feet to the Easterly Right of Way Line of U. S. Highway, 31, said point being the Point of Beginning; thence continue along last described course a distance of 729.0 feet; thence 81 degrees 09 minutes 02 seconds left, in a Northeasterly direction a distance of 847.18 feet to a point on the Southerly Right of Way Line of Court Place; thence 82 degrees 27 minutes 43 seconds left, in a Northwesterly direction, along said Right of Way, a distance of 34.09 feet to the beginning, of a curve to the left, said curve having a radius of 619.71 feet to a central angle of 17 degrees and 30 minutes; thence along arc of said curve, in a Westerly direction, a distance of 189.28 feet to end of said curve; thence continue, in a Westerly direction, a distance of 397.24 feet to a point on the Easterly Right of Way Line of said Highway 31; thence 63 degrees 26 minutes left, in a Southwesterly direction, along said Right of Way, a distance of 78.64 feet to the beginning of a curve to the left, said curve

EXHIBIT A

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having a radius of 2240.86 feet and a central angle of 3 degrees 46 minutes 13 seconds; thence along arc said curve, in a Southwesterly direction, a distance of 147.46 feet to end of said curve and the beginning of a curve to the left, said curve having a radius of 2192.18 feet and a central angle of 17 degrees 42 minutes 25 seconds; thence along arc of said curve, in a Southwesterly direction, a distance of 677.48 feet to the Point of Beginning. Said parcel contains 14.029 acres and is subject to a 40 foot wide easement for ingress, egress and utilities parallel to the South line of herein described parcel.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Mitch Ashy-Pelham, a Louisiana limited partnership, has caused these presents to be executed on its behalf by Mitchell N. Ashy, its general partner.

MITCH ASHY-PELHAM, a Louisiana limited partnership

BY: Mitchell N. Ashy
Mitchell N. Ashy, its general partner

STATE OF LOUISIANA)
ST. LANDRY PARISH)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Mitchell N. Ashy whose name as general partner of the Mitch Ashy-Pelham, a Louisiana limited partnership, 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, as such general partner and with full authority, executed the same voluntarily for and as the act of said limited partnership.

Given under my hand and official seal, this 25th day of October, 1983.

Colused M. Leiz
NOTARY PUBLIC

This instrument was prepared by:

James J. Robinson
1600 Bank for Savings Building
Birmingham, Alabama 35203

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

1984 FEB 24 PM 2:07

James J. Robinson, Jr.
JUDGE OF PROBATE

Due TAX 1.00
Rec 7.50
Ind 1.00
9.50

EXHIBIT A