

2072  
**EASEMENT AND CONSENT**

STATE OF ALABAMA )  
SHELBY COUNTY )

KNOW ALL MEN BY THESE PRESENTS,

BOOK 356 PAGE 176  
That for and in consideration of One Dollar (\$1.00) and other good and valuable consideration to FLEET FINANCE, INC., Grantor, holder of that certain mortgage from Perry L. Bailey and Penny Bailey as recorded in Book 331, Page 381, in the Probate Office of Shelby County, Alabama (the "mortgaged property"), in hand paid by C. MOLTON WILLIAMS, Grantee, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby acknowledge, consent, and join for the purpose of granting, bargaining, selling and conveying unto C. MOLTON WILLIAMS, Grantee, a permanent easement for ingress and egress over and across the said mortgaged property as more particularly described in the instrument entitled Easement Deed For Ingress and Egress, dated the 12th day of July, 1991, from the grantors, John Wesley Bailey, Ruth Adams Bailey, Perry Lynn Bailey, Penny Bailey, unto C. Molton Williams, copy of which is attached hereto and incorporated herein as Exhibit A. Grantor hereby acknowledges that its mortgage interest on the said mortgaged property is held subject and subordinate to the said easement in favor of Grantee.

TO HAVE AND TO HOLD unto the said C. Molton Williams, his heirs and assigns forever.

IN WITNESS WHEREOF, Fleet Finance, Inc. has hereunto set its hand and seal this 23rd day of July, 1991.

FLEET FINANCE, INC.

By: Burgess W. Stone

Its: Burgess W. Stone, Vice President

STATE OF Georgia )  
COUNTY OF DeKalb )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Burgess W. Stone whose name as Vice President of FLEET FINANCE, INC., 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, 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 23rd day of July, 1991.

Richard E. Cleveland  
Notary Public

My Commission Expires:

Notary Public, State of Georgia  
Gwinnett County, Georgia  
My Commission Expires Feb. 12, 1993

Jefferson Title

This instrument prepared by:  
Stan Downey, Attorney  
2301 Moody Parkway  
Moody, AL 35004

EASEMENT  
DEED  
FOR INGRESS AND EGRESS

State of Alabama)  
Shelby County )

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Ten Dollars (\$10.00) and other valuable consideration to the undersigned grantors, in hand paid by the grantee herein, the receipt of which is acknowledged, we, John Wesley Bailey and wife Ruth Adams Bailey, and Perry Lynn Bailey and wife Penny Bailey, do hereby grant, bargain, sell and convey unto C. Molton Williams, the below described real estate as and for an easement for ingress and egress and for no other purpose:

A parcel of land situated in the northwest quarter of the northwest quarter of Section 18, Township 18 South, Range 1 East, Shelby County, Alabama; being more particularly described as follows:

Commence at the northwest corner of said Section 18 and run east along the north line of said Section 18 for 340.25 feet to a point; thence deflecting right 90 degrees 28' run southerly for 263.92 feet to the point of beginning; thence continue along last given course 276.23 feet; thence turn an interior angle to the right of 150 degrees 28' and run southeasterly for 145.89 feet; thence turn an interior angle to the right of 192 degrees 45' and run southeasterly for 129.38 feet; thence turn an interior angle to the right of 106 degrees 25' and run easterly for 62.55 feet; thence turn an interior angle to the right of 73 degrees 35' and run northwesterly for 147.07 feet; thence turn an interior angle to the right of 167 degrees 15' and run northwesterly for 140.71 feet; thence turn an interior angle to the right of 209 degrees 32' and run northerly for 263.81 feet; thence turn an interior angle to the right of 89 degrees 32' and run westerly 60.0 feet to the point of beginning.

To have and to hold to the said grantee, his heirs and assigns forever.  
And we do for ourselves, and for our heirs, executors and administrators, covenant with the grantee, his heirs and assigns, that we are lawfully seized in fee simple of said premises, and that we will warrant and defend the same to grantee, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have set our hands and seals this 12<sup>th</sup> day of July, 1991.

John Wesley Bailey  
John Wesley Bailey

Ruth Adams Bailey  
Ruth Adams Bailey

Perry Lynn Bailey  
Perry Lynn Bailey

Penny Bailey  
Penny Bailey

GENERAL ACKNOWLEDGMENT

State of Alabama)  
Shelby County )

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that John Wesley Bailey, Ruth Adams Bailey, Perry Lynn Bailey, and Penny Bailey, whose names are signed to the foregoing easement deed, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 12<sup>th</sup> day of July, 1991.

*Stan Downey Jr.*  
NOTARY PUBLIC

1. Bond Fee	1.50
2. Reg. Fee	7.50
3. Recording Fee	3.00
4. Notary Fee	1.00
5. Certificate Fee	12.00
Total	25.50

BOOK 356 PAGE 178

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

91 JUL 30 PM 3:17

*[Signature]*  
JUDGE OF PROBATE