

EASEMENT FOR JOINT USE OF DRIVEWAY

STATE OF ALABAMA)

JEFFERSON COUNTY)

THIS AGREEMENT for joint use of driveway is entered into by and between John Amos Furniture Company, Inc., an Alabama Corporation ("Furniture Company") and Mary Martin, Jean Pryor, Tommy Johnson, Addie Smith and Rollin L. Johnson ("Owners") on the date and year hereinafter noted.

RECITAL

The Furniture Company has contemporaneously herewith acquired the premises described in Parcel A attached hereto and made a part hereof, referred to as Parcel Two, from the Owners; and the Owners own and have title to Parcel Three adjoining Parcel Two as described on Exhibit A attached hereto, and it is the desire of the Furniture Company and the Owners to enter into and convey one to the other the right, privilege for the use of a right of way as a joint driveway, along the boundary between Lots 2 and 3, extending from the right of way of Alabama Highway 119 ("Hwy. 119"), for 100 ft., said right of way being 36 ft. in width, 18 ft. of which will be on Lot 2 and 18 ft. of which will be on Lot 3.

NOW THEREFORE, in the consideration of the mutual benefits to flow one to the other, and the agreement herein made, the Owners hereby grant, bargain, sell and convey unto the Furniture Company, its successors and assigns, the right and privilege to a strip of land 18 ft. in width, extending back from the right of way of Hwy. 119 for 100 ft. along the border between Parcels Three and Two; and the Furniture Company hereby grants, bargains, sell and conveys unto the Owners, their successors and assigns, a strip 18 ft. in width, extending back from Hwy. 119, 100 ft. along the border between Parcels Two and Three, for the use of a joint driveway. Said joint driveway is to be 36 ft. in width, extending back 100 ft. from Hwy. 119, one-half of which is located on Parcel Three and one-half located on Parcel Two, shall be constructed, and maintained by the Furniture Company.

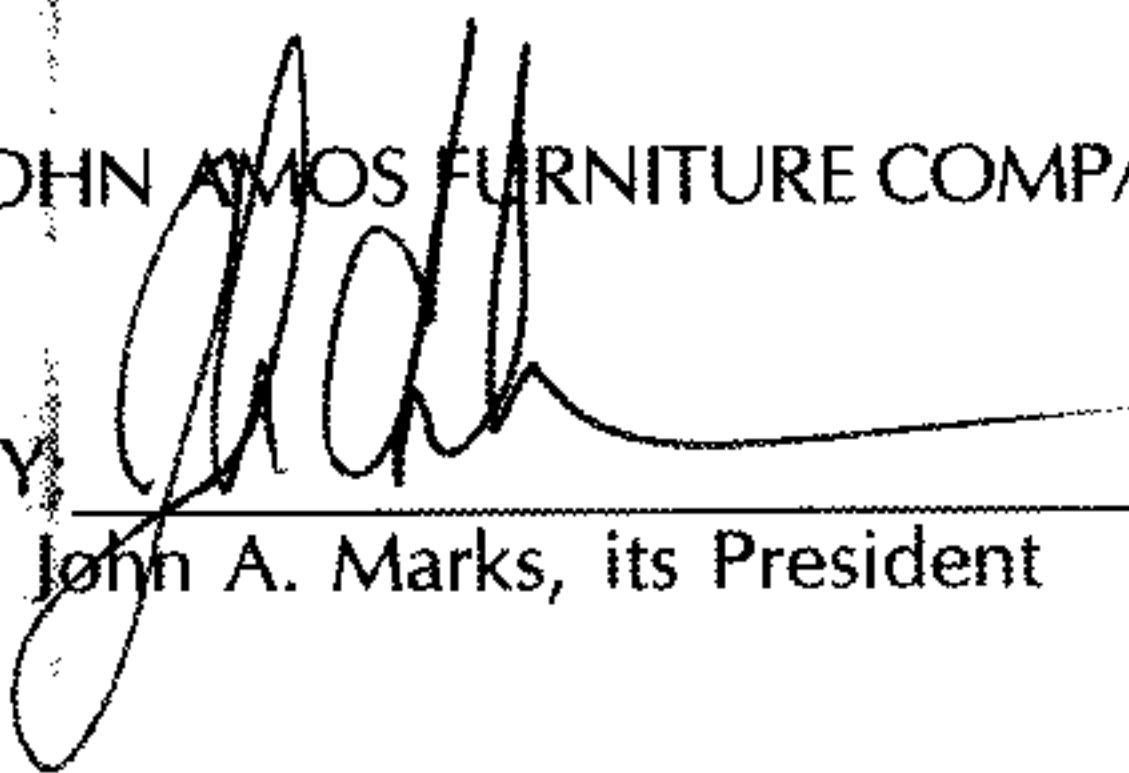
It is understood and agreed that said joint driveway may be used by the Owner and their successors or assigns, or the Furniture Company and their successors or assigns, as a driveway, their respective agents, servants, employees or guests.

IN WITNESS WHEREOF, each of the parties hereto have hereunto set their hand and seal, on this the 26th day of May, 1994.

Inst # 1994-17716

JOHN AMOS FURNITURE COMPANY, INC.

BY


John A. Marks, its President

06/02/1994-17716
11:58 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 21.50

Inst # 1994-17716

Mary Martin
Mary Martin

Jean Pryor
Jean Pryor

Tommy Johnson
Tommy Johnson

Aldie Smith
Aldie Smith

Rollin L. Johnson
Rollin L. Johnson

ACKNOWLEDGEMENT

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public, in and for said County and State, hereby certify that John A. Marks, whose name as President of the John Amos Furniture Company, Inc., a corporation, is signed to the foregoing Easement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Easement, he, as such officer and with full authority, executed the same voluntarily for and as an act of said corporation on the day the same bears date.

Given under my hand and seal, this 26th day of May, 1994.

[Signature]

Notary Public

My Commission Expires: 6-20-94

ACKNOWLEDGEMENT

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public, in and for said County and State, hereby certify that Mary Martin, whose name is signed to the foregoing Easement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Easement, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 26th day of May, 1994.


Notary Public

My Commission Expires: 6-20-94

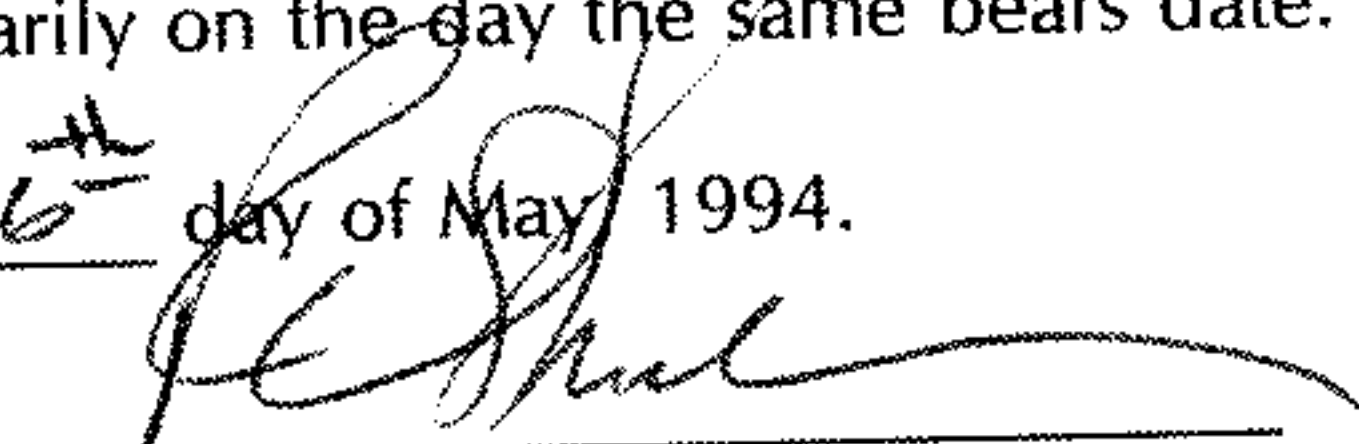
ACKNOWLEDGEMENT

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public, in and for said County and State, hereby certify that Jean Pryor, whose name is signed to the foregoing Easement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Easement, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 26th day of May, 1994.


Notary Public

My Commission Expires: 6-20-94

ACKNOWLEDGEMENT

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public, in and for said County and State, hereby certify that Tommy Johnson, whose name is signed to the foregoing Easement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Easement, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 26th day of May, 1994.



Notary Public

My Commission Expires: 6-20-94

ACKNOWLEDGEMENT

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public, in and for said County and State, hereby certify that Addie Smith, whose name is signed to the foregoing Easement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Easement, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 26th day of May, 1994.



Notary Public

My Commission Expires: 6-20-94

ACKNOWLEDGEMENT

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public, in and for said County and State, hereby certify that Rollin L. Johnson, whose name is signed to the foregoing Easement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Easement, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 26th day of May, 1994.



Notary Public

My Commission Expires: 6-20-94

Inst # 1994-17716

06/02/1994-17716
11:58 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOS MCB 21.50