

STATE OF ALABAMA)
COUNTY OF SHELBY)

PERPETUAL MAINTENANCE AGREEMENT

This Perpetual Maintenance Agreement entered into on this 12th day of August, 1996, by and between Thomas W. Jackson and wife, Terry E. Jackson, to-wit:

W I T N E S S E T H:

Thomas W. Jackson and wife, Terry E. Jackson are the owners in fee simple of the following described real property situated in Shelby County, Alabama, to-wit:

LOT 29-A, ACCORDING TO A RE-SURVEY OF LOTS 28 AND 29 OF HIGH HAMPTON, SECTOR 1, AS RECORDED IN MAP BOOK 21, PAGE 9, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

and

WHEREAS, Thomas W. Jackson and wife, Terry E. Jackson hold a non-exclusive easement for ingress and egress over the following described real property situated in Shelby County, Alabama, to-wit:

LOT 28-A, ACCORDING TO A RE-SURVEY OF LOTS 28 AND 29 OF HIGH HAMPTON, SECTOR 1, AS RECORDED IN MAP BOOK 21, PAGE 9, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA,

as shown by the recorded plat in Map Book 21, Page 9, in the Probate Office of Shelby County, Alabama,

and

WHEREAS, Thomas W. Jackson and wife, Terry E. Jackson have executed a note and mortgage in favor of Amsouth Bank of

08/14/1996-26295
09:30 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 NEL 13.50

Inst # 1996-26295

Alabama, on the 12th day of August, 1996, for the sum of TWO HUNDRED THIRTY TWO THOUSAND (\$232,000) DOLLARS; and

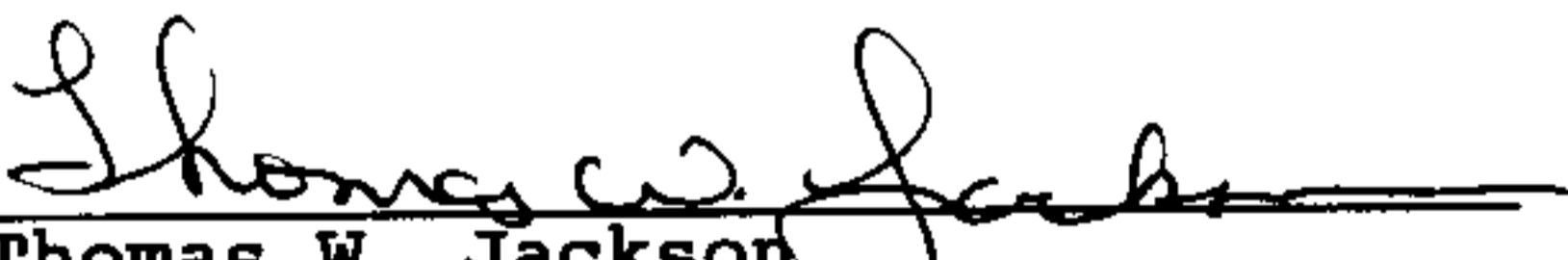
WHEREAS, AmSouth Bank of Alabama requires that Thomas W. Jackson and wife, Terry E. Jackson execute a perpetual recorded maintenance agreement for the above described easement before AmSouth will make the loan aforementioned.


NOW, THEREFORE, in consideration of the premises, Thomas W. Jackson and wife, Terry E. Jackson agree as follows, to-wit:

(1) That they shall not destroy, damage, or impair the above-described easement, allow the same to deteriorate, or commit waste on the easement.

(2) That during the term of any mortgage to Ansouth Mortgage Company, Inc., on the real estate described herein, and during the term of use of the easement described herein that they will grade, level, drain, pave, build, maintain, repair and rebuild said easement together with such bridges, culverts, ramps and cuts as may be necessary on, over and across the ground embraced within the easement.

IN WITNESS WHEREOF, Thomas W. Jackson and wife, Terry E. Jackson have executed this instrument on the date first above written.

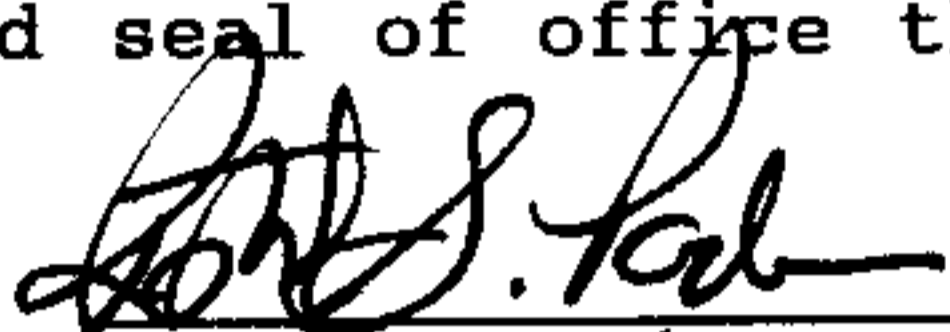

Thomas W. Jackson


Terry E. Jackson

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public, in and for said State and County do hereby certify that Thomas W. Jackson, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 12th day of August, 1996.

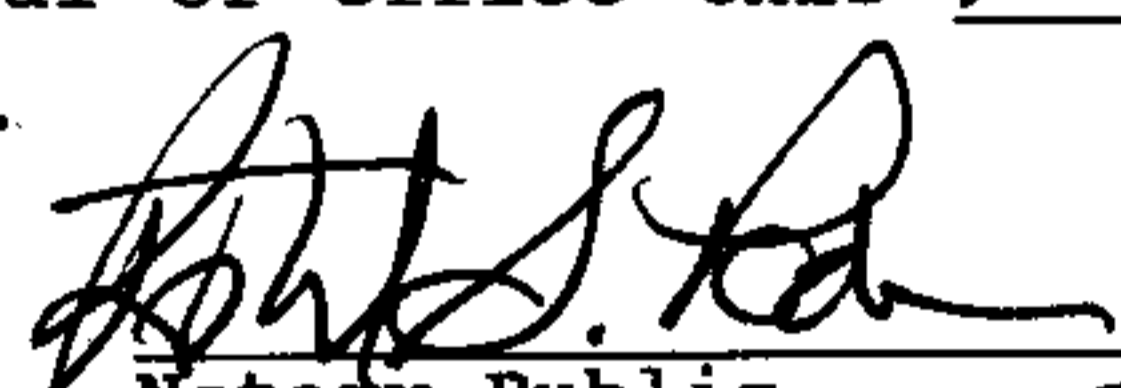


Notary Public
My commission expires: 2/16/98

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public, in and for said State and County do hereby certify that Terry E. Jackson, whose name 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 12th day of August, 1996.



Notary Public
My commission expires 2/16/98

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