

JOINT DRIVEWAY AGREEMENT

STATE OF ALABAMA)
COUNTY OF SHELBY)

WHEREAS, the undersigned David F. Wilson and Christie H. Wilson, are the owners of the property shown on Exhibit "A" attached hereto and made a part hereof and on the survey prepared by Rodney Y. Shillett, dated January 17, 1998 and recorded in Instrument No. 1999-41789 in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, the undersigned Frank D. Chappell, Edwina D. Chappell and Lynal D. Chappell d/b/a C & C Properties, are the owner of the property located adjacent to and immediately West of said Property, and

WHEREAS, there is a driveway which is located along the common boundary line of said properties, being along the West property line of the said property which is the centerline of said driveway as shown on the survey prepared by Rodney Y. Shillett dated January 17, 1998, and recorded in Instrument No. 1999-41789, and

WHEREAS, said driveway jointly serves both of the said parcels as above described and the undersigned are desirous of creating a joint driveway for the mutual benefit of both of said prospective parties and properties as aforesaid.

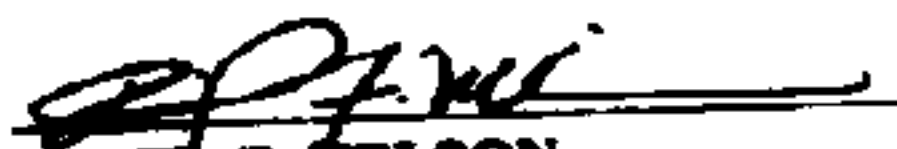
NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES and mutual benefits of the parties, the said parties do hereby create a private easement for driveway purposes along the common boundary line as shown on the survey by Rodney Y. Shillett, registered land surveyor No. 21784, dated January 17, 1998, and recorded in Instrument No. 1999-41789 in the Office of the Judge of Probate of Shelby County, Alabama, with the right of the respective owners of said properties and their guests, invitees and customers to pass and repose along said strip of land with or without automobiles or other vehicles or on foot for the purposes of ingress and egress to and from the two respective properties, except that no party shall obstruct by vehicle or otherwise, any portion of said Joint Driveway so as to hinder the free use of said strip both day and night.

It is further understood and agreed that the respective owners of said properties assume and agree to pay one half of the costs of maintaining the said Joint Driveway hereby created.

This agreement shall be a covenant running with the land and shall be binding upon the present and subsequent owners, their heirs, executors, successors and assigns of said respective properties.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 12th day of October, 1999.

This instrument is being re-recorded as a separate document. It was originally recorded as an exhibit to the mortgage recorded as Instrument #1999-51885.


DAVID F. WILSON


CHRISTIE H. WILSON


FRANK D. CHAPPELL


EDWINA D. CHAPPELL


LYNAL D. CHAPPELL

Inst # 2000-10981

04/04/2000-10981
01:17 PM CERTIFIED

003 CJ1

13.50

4/4/2000
I certify this to be a true and correct copy


Probate Judge
Shelby County

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that David F. Wilson and Christie H. Wilson, whose names are signed to the foregoing Joint Driveway Agreement, 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 the 19th day of October, 1999.


NOTARY PUBLIC
My Commission Expires: 6-5-2003

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Frank D. Chappell, Edwin D. Chappell and Lynal D. Chappell D/B/A C & C Properties, whose name are signed to the foregoing Joint Driveway Agreement, 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 the 19th day of October, 1999.


NOTARY PUBLIC
My Commission Expires: 6-5-2003

EXHIBIT A

Description of Mortgaged Property

Commence at the NW corner of Section 27, Township 19 South, Range 1 East, Thence run South along the West line of said Section a Distance of 2629.03 feet; Thence turn an angle of 89°35'04" left and run a distance of 479.09 feet to the point of beginning; Thence continue along last described course a distance of 225.00 feet; Thence turn an angle to the left of 104°28'12" and run a distance of 485.05 feet; Thence turn an angle to the left of 93°02'58" to the chord of a curve to the right and run a distance of 150.00 feet along said chord; Thence turn an angle to the left of 86°52'48" from said chord and run a distance of 145.08 feet; Thence turn an angle to the right of 13°45'40" and run a distance of 284.00 feet to the point of beginning, containing 1.82 acres. Property is subject to any and all agreements, easements, restrictions and/or limitations of probated record and/or applicable law.

SOURCE OF TITLE:

THIS IS NOT A MCC-1 FILING!

Inst # 2000-10981

04/04/2000-10981
01:17 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
13.50
003 CJI

Inst # 1999-51885

12/28/1999-51885
08:01 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
014 CJI 30.50