

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

**GIFFORD ANDERSON, JANICE A.)
ROSS, SANDRA L. TAMBOLI,)
CHARLES S. FARRELL and)
MARGARET M. FARRELL,)**

Plaintiffs,)

v.)

CIVIL ACTION NO. CV-2001-1288

**THOMAS ELLISON, PEGGY ELLISON,)
GENE A. JERNIGAN, MARIAN FAYE)
JERNIGAN, HOMESIDE LENDING,)
INC. and AMERICAN GENERAL)
FINANCE, INC.,)**

Defendants.)

**JUDGMENT DECLARING EASEMENT
IN FAVOR OF GIFFORD E. ANDERSON, AND
IN FAVOR OF CHARLES S. FARRELL AND MARGARET M. FARRELL,
AS TRUSTEES OF THE FARRELL LIVING REVOCABLE TRUST**

It appearing to the Court that the parties have resolved their differences and have requested entry of judgment, declaring an easement for the benefit of plaintiffs Gifford E. Anderson, Janice A. Ross, and Sandra L. Tamboli, and for the benefit of plaintiffs Charles S. Farrell and Margaret M. Farrell, as Trustees of the Farrell Living Revocable Trust, over the real property owned by defendants Thomas Ellison and Peggy Ellison, and over the real property owned by defendants Gene A. Jernigan and Marian Faye Jernigan, and their mortgagee Homeside Lending, Inc., as more particularly described herein, the Court hereby makes the following Findings of Fact and enters the following Judgment:

FINDINGS OF FACT

1. Plaintiffs Gifford E. Anderson and daughters, Janice A. Ross and Sandra L. Tamboli ("Anderson") are the owners of that certain real property, situated in Shelby County, Alabama, as more particularly described in that deed dated May 3, 1983, and recorded in Book 348, Page 402, in the office of the Judge of Probate of Shelby County, Alabama (hereinafter "Anderson Property"). A copy of this deed is attached hereto and incorporated by reference as Exhibit A.

2. Plaintiffs Charles S. Farrell and wife Margaret M. Farrell, as Trustees of the Farrell Living Revocable Trust dated May 23, 2000 ("Farrells"), are the owners of that certain real property situated in Shelby County, Alabama, as more particularly described in that deed dated December 7, 2000, and recorded as Inst. #2000-44672, in the office of the Judge of Probate of Shelby County, Alabama (hereinafter "Farrell Property"). A copy of this deed is attached hereto and incorporated herein as Exhibit B.

3. Defendants Thomas Ellison and wife Peggy Ellison ("Ellisons") are the owners of that certain real property situated in Shelby County, Alabama, as more particularly described in two deeds, one dated September 17, 1998, and recorded as Inst. #1998-36969, in the office of the Judge of Probate of Shelby County, Alabama, and in that deed also dated September 17, 1998, but as recorded as Inst. #1998-36970, in the office of the Judge of Probate of Shelby County, Alabama (hereinafter "Ellison Property"). Copies of these deeds are attached hereto and incorporated herein as Exhibit C and Exhibit D, respectively.

4. Defendants Gene A. Jernigan and Marian Faye Jernigan ("Jernigans") are the owners of that certain real property situated in Shelby County, Alabama, as more particularly

described in that deed dated May 31, 1996, and recorded as Inst. #1996-17856, in the office of the Judge of Probate of Shelby County, Alabama (hereinafter "Jernigan Property"). A copy of this deed is attached hereto and incorporated herein as Exhibit E. The Jernigans own the Jernigan Property, subject to that certain mortgage to defendant Homeside Lending, Inc., dated October 6, 1998, and recorded as Inst. #1998-40646, in the office of the Judge of Probate of Shelby County, Alabama. Homeside Lending has been served but has not appeared. The Court is informed that another mortgage to defendant American General Finance, Inc., dated March 31, 2000, and recorded as Inst. #2000-10564, in the office of the Judge of Probate of Shelby County, Alabama, has been paid in full. American General has been served and has appeared through counsel.

5. A private road, known as Angler's Lane, situated in the NW¼ of the NW ¼ of Section 25, Township 24 North, Range 15 East, Shelby County, Alabama, has been in existence for a period of at least twenty (20) years, and is the sole means of access from Reed Creek Road, a public road, to the Anderson Property, Farrell Property, Ellison Property and Jernigan Property. Angler's Lane is now paved and extends across portions of the Ellison Property and Jernigan Property.

6. Anderson has installed a driveway from Angler's Lane to his property ("Anderson Driveway"), as is generally depicted in the drawing attached as Exhibit F hereto. The predecessor-in-title to the Farrells likewise installed a driveway from Angler's Lane (and over a portion of the Anderson driveway) to gain access to the Farrell Property. The Anderson Driveway is now paved and crosses over a portion of the Ellison Property and a portion of the

Jernigan Property. Anderson has heretofore granted the Farrells an easement across a portion of the Anderson Property for access to the Farrell Property.

7. A dispute has arisen between Anderson and the Farrells on one side, and between the Ellisons and Jernigans on the other side, relating to the easement rights of Anderson and the Farrells to go across the Ellison Property and the Jernigan Property from Angler's Lane.

8. The parties have now resolved their differences. Weygand Surveyors, Inc. has been retained, at the expense of the Farrells, to survey and describe a strip of land lying between Angler's Lane and the property line of the Anderson Property, which strip lies partly on the Ellison Property and the Jernigan Property. This strip is referred to as the EASEMENT PROPERTY, and is more particularly described as follows:

Part of NW¼ of the NW¼ of Section 25 Township 24 North, Range 15 East, Shelby County, Alabama, being more particularly described as follows:

From the NW corner of said Section 25, run in an easterly direction along the north line of said section for a distance of 281.41 feet, more or less, to an existing 4" x 4" Alabama Power Company monument; thence continue in an easterly direction along last mentioned course for a distance of 695.65 feet to an existing #4 iron rebar; thence turn an angle to the right of 134°05'01" and run in a southwesterly direction for a distance of 99.85 feet to an existing #4 iron rebar and being the northwest corner of the Anderson property and being the point of beginning; thence turn an angle to the left of 135°-00'-26" and run in an easterly direction along the north line of said Anderson property for a distance of 37.50 feet to the northwest corner of the Farrell property; thence turn an angle to the left of 78°-45'-50" and run in a northeasterly direction for a distance of 42.15 feet; thence turn an angle to the right of 35°-37'-33" and run in a northeasterly direction for a distance of 15.25 feet to the south edge of the existing asphalt for Angler's Lane; thence turn an angle to the left of 137°-38'-41" and run in a westerly direction for a distance of 24.26 feet along the edge of Angler's Lane; thence turn an angle to the left of 56°-52'-06" and run in a southwesterly direction for a distance of 60.89 feet, more or less, to the point of beginning.

The EASEMENT PROPERTY is generally illustrated in that drawing attached hereto as Exhibit F.

9. The Court finds that Anderson and the Farrells have an easement of ingress and egress, and for utilities, over, upon, under, and across Angler's Lane to the EASEMENT PROPERTY, and then over, upon, under, and across the EASEMENT PROPERTY, for the benefit of their respective properties. The Court also finds that the right of vehicular access within the EASEMENT PROPERTY should not extend beyond the northwesterly edge of the existing Anderson Driveway, as same is generally depicted on Exhibit F hereto, and which is that edge of the Anderson Driveway alongside the water meter as depicted on Exhibit F.

JUDGMENT

On the basis of the foregoing, it is ORDERED, ADJUDGED, and DECLARED as follows:

1. Anderson and the Farrells, their heirs, executors, personal representatives, successors and assigns, have an easement of ingress and egress, and for utilities, over, upon, under and along the roadway known as Angler's Lane, as it runs from Reed Creek Road, a public road, to and alongside the EASEMENT PROPERTY, as described herein and as generally illustrated in Exhibit F hereto.

2. Consistent with paragraph 9 above, Anderson and the Farrells, their heirs, executors, personal representatives, successors and assigns, have an easement of ingress and egress, and for utilities, over, upon, under, and across the EASEMENT PROPERTY, which lies partly on the Ellison Property and partly on the Jernigan Property, as is generally illustrated in Exhibit F hereto, and which is more particularly described as follows:

Part of NW¼ of the NW¼ of Section 25 Township 24 North, Range 15 East, Shelby County, Alabama, being more particularly described as follows:

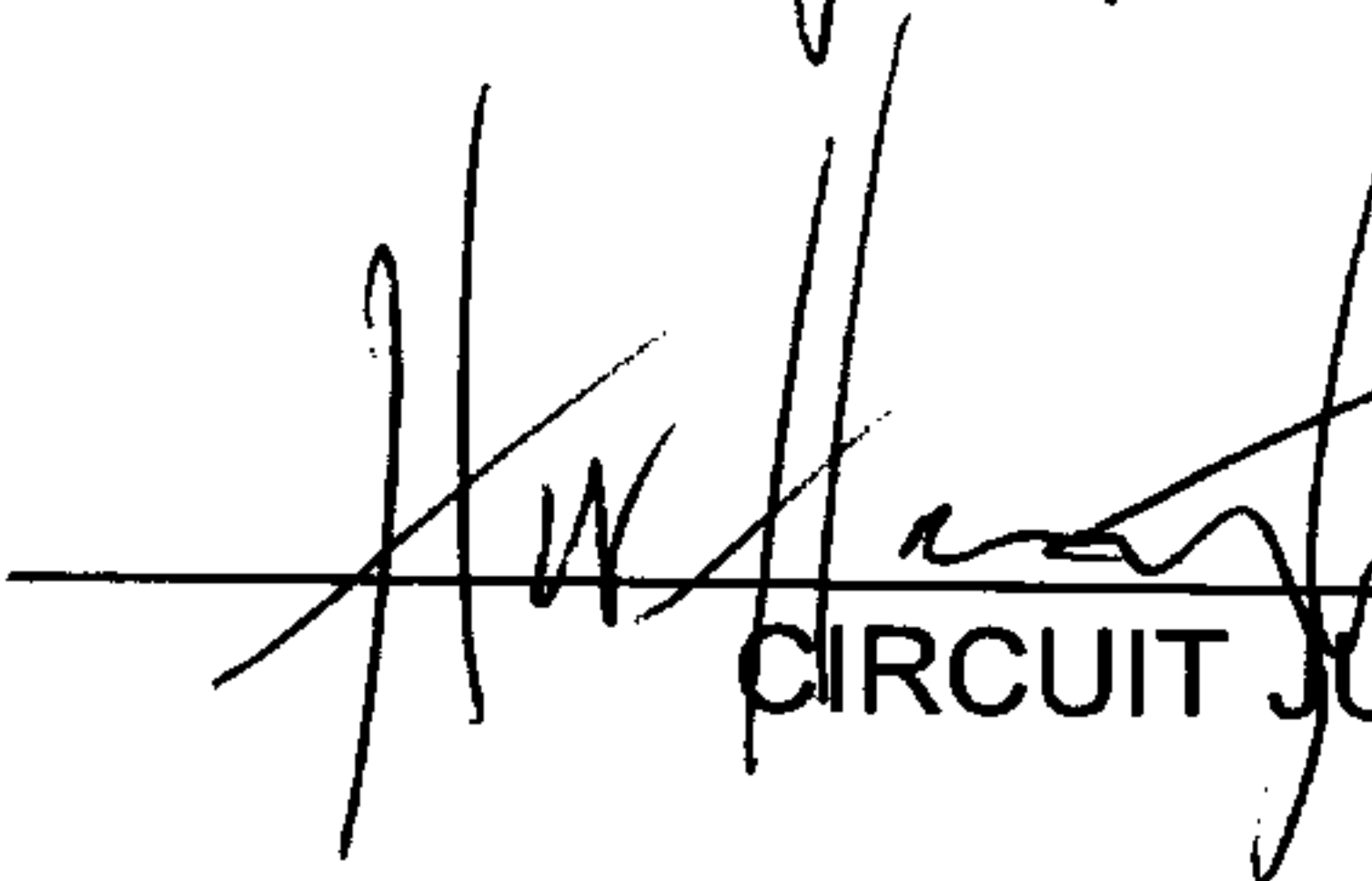
From the NW corner of said Section 25, run in an easterly direction along the north line of said section for a distance of 281.41 feet, more or less, to an existing 4" x 4" Alabama Power Company monument; thence continue in an easterly direction along last mentioned course for a distance of 695.65 feet to an existing #4 iron rebar; thence turn an angle to the right of 134°05'01" and run in a southwesterly direction for a distance of 99.85 feet to an existing #4 iron rebar and being the northwest corner of the Anderson property and being the point of beginning; thence turn an angle to the left of 135°-00'-26" and run in an easterly direction along the north line of said Anderson property for a distance of 37.50 feet to the northwest corner of the Farrell property; thence turn an angle to the left of 78°-45'-50" and run in a northeasterly direction for a distance of 42.15 feet; thence turn an angle to the right of 35°-37'-33" and run in a northeasterly direction for a distance of 15.25 feet to the south edge of the existing asphalt for Angler's Lane; thence turn an angle to the left of 137°-38'-41" and run in a westerly direction for a distance of 24.26 feet along the edge of Angler's Lane; thence turn an angle to the left of 56°-52'-06" and run in a southwesterly direction for a distance of 60.89 feet, more or less, to the point of beginning.

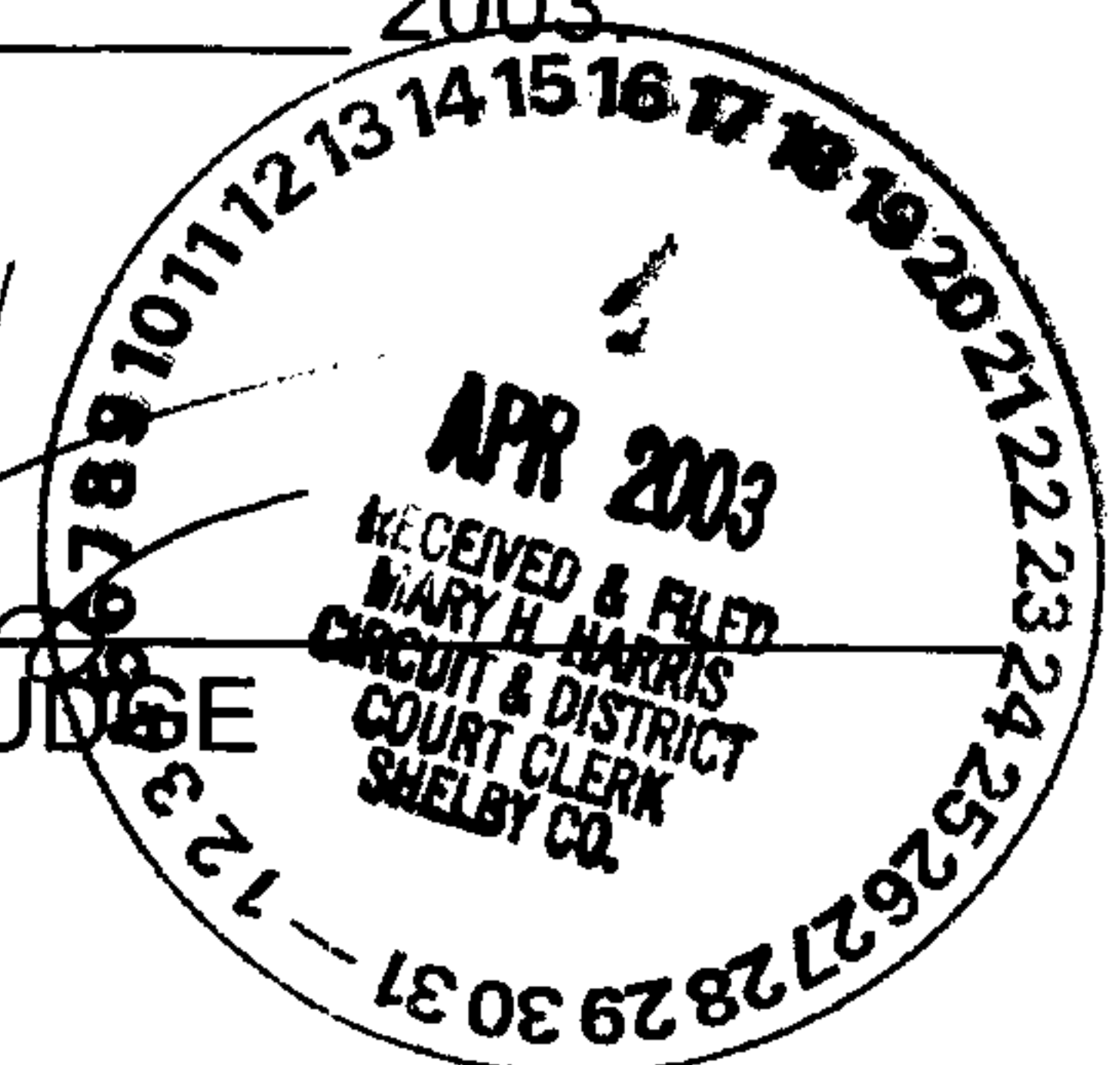
3. The Ellisons are hereby ORDERED, at their expense, to remove all stakes or barriers erected within the EASEMENT PROPERTY.

4. Anderson and the Farrells withdraw their claims for injunctive relief and damages relating to access that have been made against the Ellisons and Jernigans in this action.

5. With the exception of the cost of survey, which has been paid by the Farrells, the parties shall bear their own costs.

DONE and ORDERED this 17th day of April 2003


CIRCUIT JUDGE



This instrument was prepared by

(Name) Lamar Ham

(Address) 3512 Old Montgomery Highway, Birmingham, AL

Gifford E. Anderson

7616 2nd Avenue North

Birmingham, AL 35206

WARRANTY DEED- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA

Shelby

COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Four Thousand Six Hundred and 00/100

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we,

Ruth Myers and husband, Raymond A. Myers

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto

Gifford E. Anderson

(herein referred to as grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

Commence at the Northwest corner of Section 25, Township 24 North, Range 15 East, Shelby County, Alabama, thence run Easterly along North line of said Section 25, 978.01' to a point thence 135° 00' 26" Right and run 100.08' to a point, thence 135° 00' 26" Left and run Easterly 25.0' to the point of beginning of the parcel being described, thence continue along last described course 12.50' to a point, thence 115° 00' 13" Right and run Southerly 307.95' to a point on the waters edge of Reed Creek (Lay Lake) thence 72° 10' 59" Right and run West-Southwesterly along waters edge 51.47' to a point, thence 114° 48' 48" Right and run Northerly 321.28' to the point of beginning, containing 0.207 acre.

Subject to current taxes, easements, and restrictions of record.

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands(s) and seal(s), this 3rd day of May, 1983.

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

1983 JUL 13 PM 1:45

NOTARY PUBLIC

(Seal)

(Seal)

(Seal)

Ruth Myers

Raymond A. Myers

Raymond A. Myers

(Seal)

(Seal)

(Seal)

STATE OF ALABAMA

Jefferson

COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ruth Myers and husband Raymond A. Myers whose name S are signed to the foregoing conveyance, 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 3rd day of May, A. D., 1983.

LAMAR HAM
ATTORNEY AT LAW
3512 OLD MONTGOMERY HWY.
BIRMINGHAM, ALABAMA 35209

My Commission Expires November 5, 1984
Notary Public

Prepared By: Kenneth W. Battles, Sr.
P. O. Box 352
8254 Emerald Lake Drive West
Pinson, Alabama 35126

Send Tax Notice:
Charles S. And Margaret M. Farrell
1315 Malibu Place
Birmingham, Alabama 35216

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

WARRANTY DEED

THIS DEED, made and entered into this the 7th day of DECEMBER, 2000, by and between Judge M. King, a married man, herein called "Grantor(s)", (whether one or more), and Charles S. Farrell and wife, Margaret M. Farrell, as Trustees of the Farrell Living Revocable Trust, dated May 23, 2000, herein called "Grantee(s)", (whether one or more):

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of Ten and 00/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, Grantor has this day bargained and sold and by these presents do hereby grant, transfer, sell and convey unto said Grantee, a certain tract or parcel of land situated in SHELBY County, Alabama, and being more particularly described as follows:

See attached Exhibit A for the Legal Description Incorporated Herein.

This is not the homestead of the Grantor or his spouse, if any.

Judge M. King is the surviving Grantee in that Deed recorded in Book 348, Page 401, Office of the Judge of Probate, Shelby County, Alabama. The other Grantee, Patricia R. King, died on or about the 28th day of February, 1999.

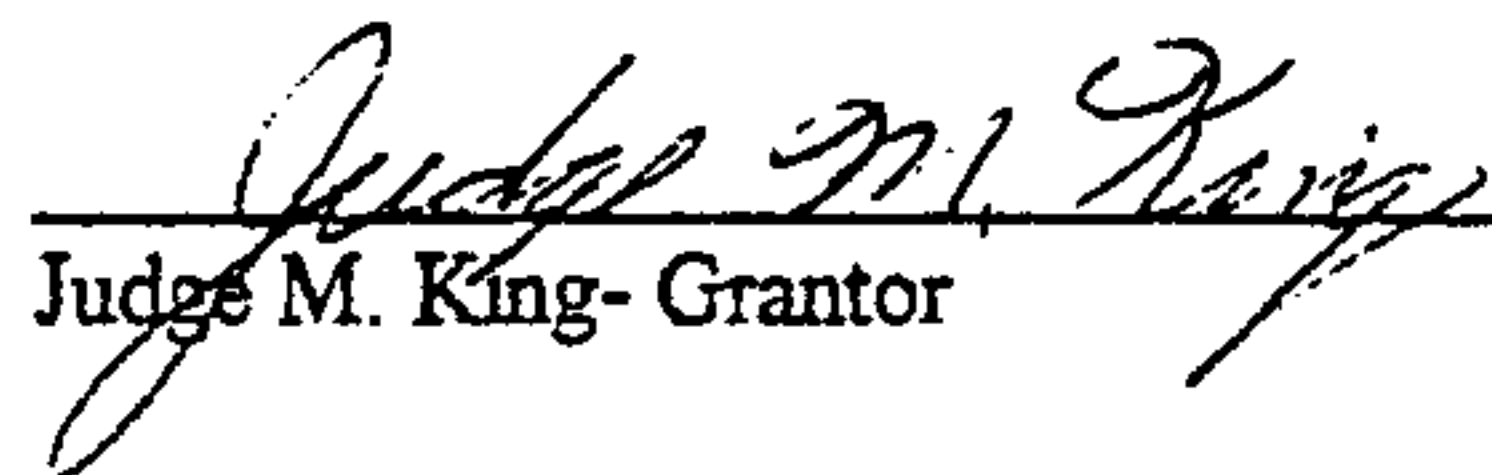
**SUBJECT TO TAXES FOR 2001, AND SUBSEQUENT YEARS.
SUBJECT TO EXISTING EASEMENTS, RESTRICTIONS, RESERVATIONS, ENCUMBRANCES, LIENS,
RIGHT OF WAYS, LIMITATIONS, IF ANY, OF RECORD, OR VISIBLE ON SAID PROPERTY.**

TO HAVE AND TO HOLD unto the said Grantee, her heirs and assigns forever.

Grantor does for myself and for my Heirs Executors and Administrators covenant with Grantee, her heirs and assigns, that she is lawfully seized in fee simple and possessed of said property, that she has a good and lawful right to sell and convey the same as herein conveyed; that said property is free, clear and unencumbered, except as herein set forth, and that she will forever warrant and defend that title to said property against the good and lawful claims and demands of all persons whomsoever.

This conveyance is expressly made subject to any and all restrictions, reservations, covenants and conditions contained in former deeds and other instruments of record as may now be binding on said property, and to any easements apparent from an inspection of said property.

IN WITNESS WHEREOF, the said Judge M. King, Grantor, has hereto set his signature and seal this the 7th day of DECEMBER, 2000.



Judge M. King- Grantor

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public, hereby certify that Judge M. King, Grantor, whose name is signed to foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing conveyance, he in his capacity of the aforesaid, executed the same voluntarily.

Given under my hand and seal this the 7th day of DECEMBER, 2000.



Notary Public

My Commission Expires: 6-25-2001
Judge M. King-Grantor

12/22/2000-44672
12:31 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

002 MMB 48.00

EXHIBIT B

Inst # 2000-44672

This conveyance prepared without the benefit of current survey. Attorney makes no representations as to the legal description of this property of the property

Send Tax Notice To:

Thomas Ellison and

Peggy Ellison

4913 Cahaba Valley Trace
B'ham, AL 35242

Inst # 1998-36969

This instrument was prepared by:

Lindsey J. Allison

Allison, May, Alvis, Fuhrmeister

& Kimbrough, L.L.C.

P. O. Box 380275

Birmingham, AL 35238

03/22/1998-36969
11:18 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 CRH 11.50

Warranty Deed, Jointly For Life With Remainder To Survivor

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS,

COUNTY OF SHELBY)

THAT IN CONSIDERATION OF One Hundred Dollars (\$100.00) and other good and valuable consideration to the undersigned Grantors in hand paid by the Grantees herein, the receipt of which is hereby acknowledged, **RUTH MYERS, an unmarried woman** (herein referred to as Grantors, whether one or more) do grant, bargain, sell and convey unto **THOMAS ELLISON and WIFE, PEGGY ELLISON**, (herein referred to as Grantees, whether one or more), as joint tenants, with right of survivorship, the following described real estate, situated in the State of Alabama, County of Shelby, to-wit:

Commence at the Northwest Corner of Section 25, Township 24 North, Range 15 East, Shelby County, Alabama, thence run Easterly along the North Line of said Section 25, 978.01' to the Point of Beginning of the property being described, thence continue along last described course 187.63' to a point, thence 94 Degrees 42 Minutes 26 Seconds to the right and run Southerly 71.0' to a point, thence 85 degrees 17 minutes 34 seconds right and run Westerly 252.58' to a point, thence 135 Degrees 00 Minutes 26 Seconds right and run Northeasterly 100.08' to the Point of Beginning, containing .357 acre.

Subject to:

All other existing easements, restrictions, set-back lines, rights of ways, limitations, if any, of record.

NOTE: THIS PROPERTY DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTOR

TO HAVE AND TO HOLD unto the said Grantees as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the lives of the Grantees herein) in the event one Grantee herein survives the other, the entire interest in fee simple shall pass to the surviving Grantee and if one does not survive the other, then the heirs and assigns of the Grantees herein shall take as tenants in common.

And I do for myself and for my heirs, executors, and administrators covenant with said Grantees, their heirs and assigns, that we are lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that I will and my heirs, executors and administrators shall, warrant and defend the same to the said Grantees, their heirs, and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 17 day of Sept, 1998.

Ruth Myers
Ruth Myers

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ruth Myers, who's 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 date the same bears date.

Given under my hand and official seal, this the 17 day of Sept, 1998.

[Signature]
Notary Public
My commission expires: Sept. 3, 2000.
NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: Sept. 3, 2000.
BEFORE THEM NOTARY PUBLIC UNDERWRITING

Inst # 1998-36969

09/22/1998-36969
11:18 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CRH 11.50

This conveyance prepared without the benefit of current survey. Attorney makes no representations as to the legal description of this property of the property

✓ Send Tax Notice To:
Thomas Ellison and
Peggy Ellison

This instrument was prepared by:
Lindsey J. Allison
Allison, May, Alvis, Fuhrmeister
& Kimbrough, L.L.C.
P. O. Box 380275
Birmingham, AL 35238

Inst # 1998-36970
09/22/1998-36970
11:18 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CRH 11.50

Warranty Deed, Jointly For Life With Remainder To Survivor

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS,

COUNTY OF SHELBY)

THAT IN CONSIDERATION OF One Hundred Dollars (\$100.00) and other good and valuable consideration to the undersigned Grantors in hand paid by the Grantees herein, the receipt of which is hereby acknowledged, **RUTH MYERS, an unmarried woman** (herein referred to as Grantors, whether one or more) do grant, bargain, sell and convey unto **THOMAS ELLISON and WIFE, PEGGY ELLISON**, (herein referred to as Grantees, whether one or more), as joint tenants, with right of survivorship, the following described real estate, situated in the State of Alabama, County of Shelby, to-wit:

Commence at the Northwest Corner of Section 25, Township 24 North, Range 15 East, Shelby County, Alabama, thence run Easterly along the North Line of said Section 25, 978.01' to a point, thence 135 Degrees 00 Minutes 26 Seconds right and run Southwesterly 100.08' to a point, thence 135 Degrees 00 Minutes 26 Seconds left and run Easterly 75.0' to the Point of Beginning of the Property being described, thence continue along last described course 127.58" to a point, thence 121 Degrees 45 Minutes right and run Southwesterly 193.27' to a Point of the Water Line of Reed Creek Slough, thence 8 Degrees 42 Minutes 54 Seconds right and run Southwesterly a Chord distance of 72.44' to a point on the Water Line of same Reed Creek Slough, thence 145 Degrees 02 Minutes 06 Seconds Right and run Northerly 220.47' to the Point of Beginning.

Subject to:

All other existing easements, restrictions, set-back lines, rights of ways, limitations, if any, of record.

NOTE: THIS PROPERTY DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTOR

TO HAVE AND TO HOLD unto the said Grantees as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the lives of the Grantees herein) in the event one Grantee herein survives the other, the entire interest in fee simple shall pass to the surviving Grantee and if one does not survive the other, then the heirs and assigns of the Grantees herein shall take as tenants in common.

And I do for myself and for my heirs, executors, and administrators covenant with said Grantees, their heirs and assigns, that we are lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that I will and my heirs, executors and administrators shall, warrant and defend the same to the said Grantees, their heirs, and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 17 day of Sept, 1998.

Ruth Myers
Ruth Myers

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ruth Myers, who's 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 date the same bears date.

Given under my hand and official seal, this the 17 day of Sept, 1998.

Mark Thayer
Notary Public
My commission expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sept. 3, 2000.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Inst # 1998-36370

03/22/1998-36370
11:18 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CRH 11.50

-This instrument was prepared by

Courtney Mason & Associates PC
1904 Indian Lake Drive, Ste 100
Birmingham, Alabama 35244

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of EIGHTY THREE THOUSAND FIVE HUNDRED & NO/100----
(\$83,500.00) DOLLARS to the undersigned grantor or grantors in hand paid by the
GRANTEES herein, the receipt whereof is acknowledged, we, Jack I. Gillespie, Jr.
and wife, Kelly Jo Gillespie (herein referred to as grantors), do grant, bargain,
sell and convey unto Gene A. Jernigan and wife, Marian Faye Jernigan (herein
referred to as GRANTEES) for and during their joint lives and upon the death of
either of them, then to the survivor of them in fee simple, together with every
contingent remainder and right of reversion, the following described real estate,
situated in Shelby County, Alabama, to-wit:

See legal description attached as "Exhibit A".
Subject to existing easements, current taxes, restrictions, set-back lines and
rights of way, if any, of record.

\$79,300.00 of the above-recited purchase price was paid from a mortgage loan
closed simultaneously herewith.

GRANTEES' ADDRESS: 89 Angler's Lane Shelby, Alabama 35143

TO HAVE AND TO HOLD to the said GRANTEES for and during their joint lives and upon
the death of either of them, then to the survivor of them in fee simple, and to
the heirs and assigns of such survivor forever, together with every contingent
remainder and right of reversion.

And I (we) do, for myself (ourselves) and for my (our) heirs, executors and
administrators, covenant with said GRANTEES, their heirs and assigns, that I am
(we are) lawfully seised in fee simple of said premises; that they are free from
all encumbrances, unless otherwise stated above; that I (we) have a good right to
sell and convey the same as aforesaid; that I (we) will, and my (our) heirs,
executors and administrators shall warrant and defend the same to the said
GRANTEES, their heirs and assigns forever, against the lawful claims of all
persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 31st day of
May, 1996.

Jack I. Gillespie, Jr. (SEAL)
Jack I. Gillespie, Jr.
Kelly Jo Gillespie (SEAL)
Kelly Jo Gillespie

STATE OF ALABAMA
SHELBY COUNTY COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby
certify that Jack I. Gillespie, Jr. and wife, Kelly Jo Gillespie whose names are
signed to the foregoing conveyance, 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 31st day of May A.D. 1996

Peggy L. Murphy
Notary Public

PEGGY L. MURPHY
MY COMMISSION EXPIRES
2/20/99

Inst. # 1996-17856

06/04/1996-17856
10:26 AM CERTIFIED
SHELBY COUNTY, ALABAMA

EXHIBIT "A"
LEGAL DESCRIPTION

Commence at the Northwest corner of Section 25, Township 24 North, Range 13 East, Shelby County, Alabama; thence run Easterly along said Section line 281.40 feet to a point; thence turn 43 degrees 43 minutes 04 seconds right and run 100.0 feet to a point; thence turn 4 degrees 0 minutes 0 seconds right and run 100.0 feet to a point; thence turn 20 degrees 25 minutes 0 seconds right and run 110.0 feet to a point; thence turn 19 degrees 19 minutes 0 seconds left and run 100.0 feet to the point of beginning of the property being described; thence turn 11 degrees 27 minutes 0 seconds left and run along water line contour a chord distance of 95.65 feet to a point; thence turn 64 degrees 40 minutes 0 seconds left and run Northeasterly 344.63 feet to a point; thence turn 90 degrees 0 minutes 0 seconds left and run 48.0 feet to a point; thence turn 85 degrees 10 minutes 10 seconds left and run Southwesterly 367.06 feet to the point of beginning.

According to the survey of Robert O. Blain, Al. Reg. No. 9789, dated December 11, 1993.

Together with a road being 20 feet in width for ingress and egress over and across a travelled way known as Angler's Lane situated in the NW 1/4 of the NW 1/4 of Section 25, Township 24 North, Range 13 East, Shelby County, Alabama, being more particularly described as follows (includes Parcels A, B, C, and D):

PARCEL "A"

An easement being 20 feet in width for ingress and egress over and across a travelled way known as Angler's Lane situated in the NW 1/4 of the NW 1/4 of Section 25, Township 24 North, Range 13 East, Shelby County, Alabama, being more particularly described as follows:

Commence at the NW corner of said Section and run in an Easterly direction for a distance of 978.01 feet to the point of beginning; thence continue along the last stated course for a distance of 187.63 feet to a point; thence 94 degrees 42 minutes 26 seconds right in a southerly direction for a distance of 20.03 feet to a point; thence 85 degrees 17 minutes 34 seconds to the right in a Westerly direction for a distance of 206.08 feet to a point; thence 135 degrees 00 minutes 26 seconds to the right in a Northerly direction for a distance of 28.29 feet to the point of beginning.

PARCEL "B"

An easement being 20 feet in width for ingress and egress over and across a travelled way known as Angler's Lane situated in the NW 1/4 of the NW 1/4 of Section 25, Township 24 North, Range 13 East, Shelby County, Alabama, being more particularly described as follows:

Commence at the NW corner of said Section and run in an Easterly direction for a distance of 1163.64 feet to the point of beginning; thence continue along the last stated course for a distance of 30.63 feet to a point; thence 86 degrees 56 minutes 48 seconds right in a southerly direction for a distance of 20.43 feet to a point; thence 93 degrees 03 minutes 12 seconds to the right in a Westerly direction for a distance of 33.35 feet to a point; thence 94 degrees 42 minutes 26 seconds to the right in a Northerly direction for a distance of 20.03 feet to the point of beginning.

PARCEL "C"

An easement being 20 feet in width for ingress and egress over and across a travelled way known as Angler's Lane situated in the NW 1/4 of the NW 1/4 of Section 25, Township 24 North, Range 13 East, Shelby County, Alabama, being more particularly described as follows:

Commence at the NW corner of said Section and run in an Easterly direction for a distance of 1196.27 feet to the point of beginning; thence continue along the last stated course for a distance of 73.00 feet to a point; thence 77 degrees 07 minutes 00 seconds right in a southerly direction for a distance of 20.52 feet to a point; thence 102 degrees 53 minutes 00 seconds to the right in a Westerly direction for a distance of 78.51 feet to a point; thence 86 degrees 56 minutes 48 seconds to the right in a Northerly direction for a distance of 20.43 feet to the point of beginning.

PARCEL "D"

An easement being 20 feet in width for ingress and egress over and across a travelled way known as Angler's Lane situated in the NW 1/4 of the NW 1/4 of Section 25, Township 24 North, Range 13 East, Shelby County, Alabama, being more particularly described as follows:

Commence at the NW corner of said Section and run in an Easterly direction for a distance of 1271.27 feet to the point of beginning; thence continue along the last stated course for a distance of 40.00 feet to a point; thence 69 degrees 36 minutes 50 seconds right in a southerly direction for a distance of 21.36 feet to a point; thence 110 degrees 23 minutes 10 seconds to the right in a Westerly direction for a distance of 42.99 feet to a point; thence 77 degrees 07 minutes 00 seconds to the right in a Northerly direction for a distance of 20.52 feet to the point of beginning.

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