20060417000176540 1/2 $14.00
Shelby Cnty Judge of Probate,AL
04/17/2006 09:04:41AM FILED/CERT

STATE OF ALABAMA
SHELBY COUNTY

MODIFICATION OF PRIOR
NON-EXCLUSIVE PRIVATE ROAD EASEMENT

WHEREAS, heretofore on to-wit March 29, 1993, Kimberly-Clark Corporation executed a non-exclusive private road easement conveying to Harlan J. Browning that certain easement described therein, which said document is recorded as Instrument #1996-39741 in the Probate Records of Shelby County, Alabama, and which is incorporated herein by reference, and

WHEREAS, the undersigned Billy E. Smith, Jr. and wife, Carol H. Smith, hereinafter collectively referred to as ("Smiths"), are the owners of all real property for the benefit of which said easement was executed, and

WHEREAS, the undersigned J. Steven Mobley, a married man, hereinafter collectively referred to as ("Mobley"), now owns the property or that portion of the property formerly owned by Kimberly-Clark Corporation, which is the subject matter of this Agreement, and

WHEREAS, the actual construction of the road now serving the property now owned by Smiths is located at points which differ slightly from the description contained in said easement, and

WHEREAS, both the Smiths and Mobley desire to execute this document for the purpose of creating in Smiths, their heirs, successors and assigns an easement in that portion of the Mobley property upon which the access road to the Smiths property is actually constructed, in exchange for Smiths releasing to Mobley that portion of the original easement from Kimberly-Clark which is not being utilized by the presently constructed road bed, and for other purposes herein stated:

NOW, THEREFORE, in consideration of the above premises, and in further consideration of the mutual covenants and agreements contained herein the parties hereto do hereby agree, covenant, contract and convey as follows:

1. Smiths do hereby quitclaim and convey to Mobley all of their right, title and interest in and to Parcel One as described below, thereby releasing said Parcel One from the effect or encumbrance of the aforesaid easement from Kimberly-Clark Corporation recorded as Instrument #1996-39741, thus terminating in effect any and all easements in favor of Smiths over, across, and along said Parcel One, described as follows, to wit:

PARCEL ONE:

BEGIN at the NE corner of the SE ¼ of the NE ¼ of Section 34, Township 20 South, Range 2 West, Shelby County, Alabama, said point being the POINT OF BEGINNING; thence North 89 deg. 46 min. 47 sec. West, a distance of 123.34'; thence North 69 deg. 58 min. 40 sec. East, a distance of 131.24'; thence South 00 deg. 02 min. 52 sec. East, a distance of 45.41' to the POINT OF BEGINNING. Property being situated in Shelby County, Alabama.

2. Mobley does hereby grant, bargain, sell and convey to Smiths, their heirs, successors and assigns an easement 30 feet in width lying 15 feet either side of and parallel to the following described center line, which said easement is conveyed subject to all the terms, conditions, rights, limitations and provisions of the aforesaid easement granted by Kimberly-Clark Corporation on March 29, 1993, which is recorded as Instrument 1996-39741, said easement herein conveyed to Smiths, their successors and assigns being over, across and along the real property further described as follows:

20060417000176540 2/2 $14.00
Shelby Cnty Judge of Probate, AL
04/17/2006 09:04:41AM FILED/CERT

PARCEL TWO:

A 30' wide Ingress/Egress Easement lying 15' either side of and parallel to the following described centerline:

Commence at the NE Corner of the SE ¼ of the NE ¼ of Section 34, Township 20 South, Range 2 West, Shelby County, Alabama; thence N 89 deg. 46 min. 47 sec. West, a distance of 202.92' to the POINT OF BEGINNING OF SAID CENTERLINE; thence North 67 deg. 36 min. 22 sec. East a distance of 80.20'; thence North 74 deg. 10 min. 12 sec. East, a distance of 72.60'; thence North 79 deg. 30 min. 32 sec. East, a distance of 59.14'; thence South 79 deg. 42 min. 13 sec. East , a distance of 31.20' to the POINT OF ENDING OF SAID CENTERLINE. Property being situated in Shelby County, Alabama.

NONE OF THE ABOVE DESCRIBED PROPERTY CONSTITUTES THE HOMESTEAD OF J. STEVEN MOBLEY OR HIS RESPECTIVE SPOUSE.

IN WITNESS WHEREOF, the undersigned parties have executed this document on this the 4th day of April, 2006.

Billy E. Smith, Jr.

Carol H. Smith

By: William T. Harrison, Attorney in Fact
under Power of Attorney recorded as
Instrument #_____ in
the Probate Office of Shelby County, Alabama.

By: William T. Harrison, Attorney in Fact
under Power of Attorney recorded as
Instrument #_____ in
the Probate Office of Shelby County, Alabama.

J. Steven Mobley, A married man

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William T. Harrison, whose name as Attorney in Fact for Billy E. Smith, Jr. and Carol H. Smith, 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 with full power and authority to do so, execute the same voluntarily on the day the same bears date, in his capacity as such Attorney in Fact.

Notary Public
My Commission Expires: 01/02/07

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Steven Mobley, 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.

Notary Public
My Commission Expires: 7/29/09