


THIS INSTRUMENT WAS PREPARED BY:
LAW OFFICES OF CHRISTOPHER R SMITHERMAN, L.L.C.
PO BOX 261
725 WEST STREET
MONTEVALLO, ALABAMA 35115
205-665-4357


20071126000535530 1/4 \$25.00
Shelby Cnty Judge of Probate, AL
11/26/2007 08:14:12AM FILED/CERT

STATE OF ALABAMA)
)
SHELBY COUNTY) EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of \$5,000.00, in hand paid, the receipt and sufficiency of which are hereby acknowledged, John P. Roper and Patricia G. Roper, hereinafter called "Grantor" and John P. Roper and Patricia G. Roper hereinafter called "Grantee", does hereby GRANT, BARGAIN, SELL AND CONVEY unto said Grantee an easement along and near the Northeast corner of the following described real property of the Grantor situated in Shelby County, Alabama:

PARCEL I:

**A part of Lot 33, according to the original plan of the City of Montevallo, Alabama, and more particularly described as follows:
Begin at the intersection of the Easterly right of way of Vine Street and the Northerly right of way of Island Street; thence Easterly along said Northerly right of way 74.83 feet; thence 90 deg. 00 min. to the left 206.0 feet; thence 90 deg. 00 min to the left 74.83 feet; thence 90 deg. 00 min to the left 206.0 feet to the point of beginning; being situated in Shelby County, Alabama.**

Subject to all items of record.

The specific area along the northeast corner of the above described property is approximately 12 feet in length and more specifically identified in the attached ad valorem tax map (Exhibit "A").

The right-of-way, easement, rights, and privileges herein granted shall be used only for the purpose of continued placement of the rear stairwell serving the property of the Grantee and the personal use of the same by the Grantee as well as a right of way over and across Parcel I identified herein for ingress and egress to Parcel II identified herein as follows:

PARCEL II:

Commence at the Northwesterly corner of Lot 33, according to the original plan of the Town of Montevallo, Alabama; thence Northeasterly along the South line of Main Street run 30.00 feet to the Point of Beginning; thence continue along last described course 47.91 feet; thence right 90 deg. and run 78.00 feet to the Northeast corner of a building; thence right 90 deg. and run 3.08 feet; thence left 90 deg. and run 16.00 feet; thence right 90 deg. and run 44.83 feet; thence right 90 deg. and run 94.00 feet to the point of beginning; being situated in Shelby County, Alabama.

Note: Parcel II being a part of Lots 32 and 33 Block 19 according to the Original Plan of the Town of Montevallo, located in the Northwest ¼ of

Section 21, Township 22 South, Range 3 West; being situated in Shelby County, Alabama.

Subject to all items of record.

The easement, rights and privileges herein granted shall be perpetual. Grantor hereby binds himself, his heirs and legal representatives, to warrant and forever defend the aforementioned easement and rights unto the Grantee, their successors, and/or assigns, against every person whomsoever lawfully claiming or claim the same or any part thereof; that this easement shall run with the land;


The easement, rights and privileges granted herein are exclusive and the Grantor covenants that he will not convey any other easement or conflicting rights within the area covered by this grant.

The instrument shall be binding on, and shall inure to the benefit of, the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this instrument is executed this the 19th day of November, 2007.


Witness


John P. Roper - GRANTOR


Witness


Patricia G. Roper - GRANTOR


Witness


John P. Roper - GRANTEE


Witness


Patricia G. Roper - GRANTEE

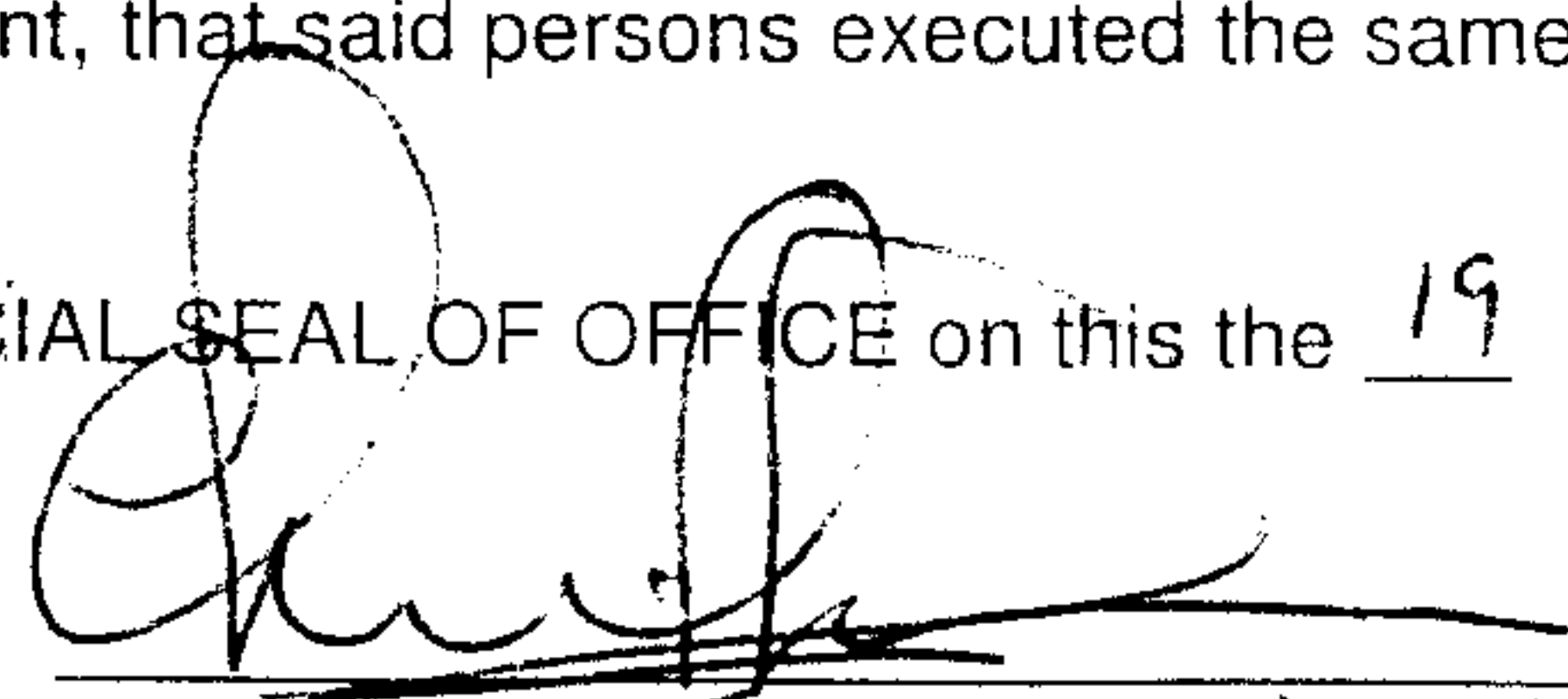
STATE OF ALABAMA)

ACKNOWLEDGMENT

SHELBY COUNTY)

I, Chris Smitherman, a Notary Public for the State at Large, hereby certify that the above posted names, John P. Roper and Patricia G. Roper, which is signed to the foregoing Easement, who are known to me, acknowledged before me on this day that, being informed of the contents of the Easement, that said persons executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 19 day of November, 2007.


NOTARY PUBLIC
My Commission Expires: 5.1.3.2008

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STATE OF ALABAMA)
SHELBY COUNTY) ACKNOWLEDGMENT

I, Chris Smitherman, a Notary Public for the State at Large, hereby certify that the above posted names, John P. Roper and Patricia G. Roper, which is signed to the foregoing Reciprocal Easement Agreement, who are known to me, acknowledged before me on this day that, being informed of the contents thereof, that said persons executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 19 day of November, 2007.

NOTARY PUBLIC
My Commission Expires: 5/3/08

APPROVED BY:
CENTRAL STATE BANK

Central State Bank
By: John E. Cocoris
Its: Vice President

STATE OF ALABAMA)
SHELBY COUNTY) ACKNOWLEDGMENT

I, the undersigned authority, a notary public in and for the State of Alabama, hereby certify that John E. Cocoris, as Vice President of Central State Bank, a Corporation, is signed in the foregoing easement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the easement, _____ as such officer and with full authority executed the same voluntarily for and as the act of said company.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 14th day of November, 2007.

John E. Cocoris

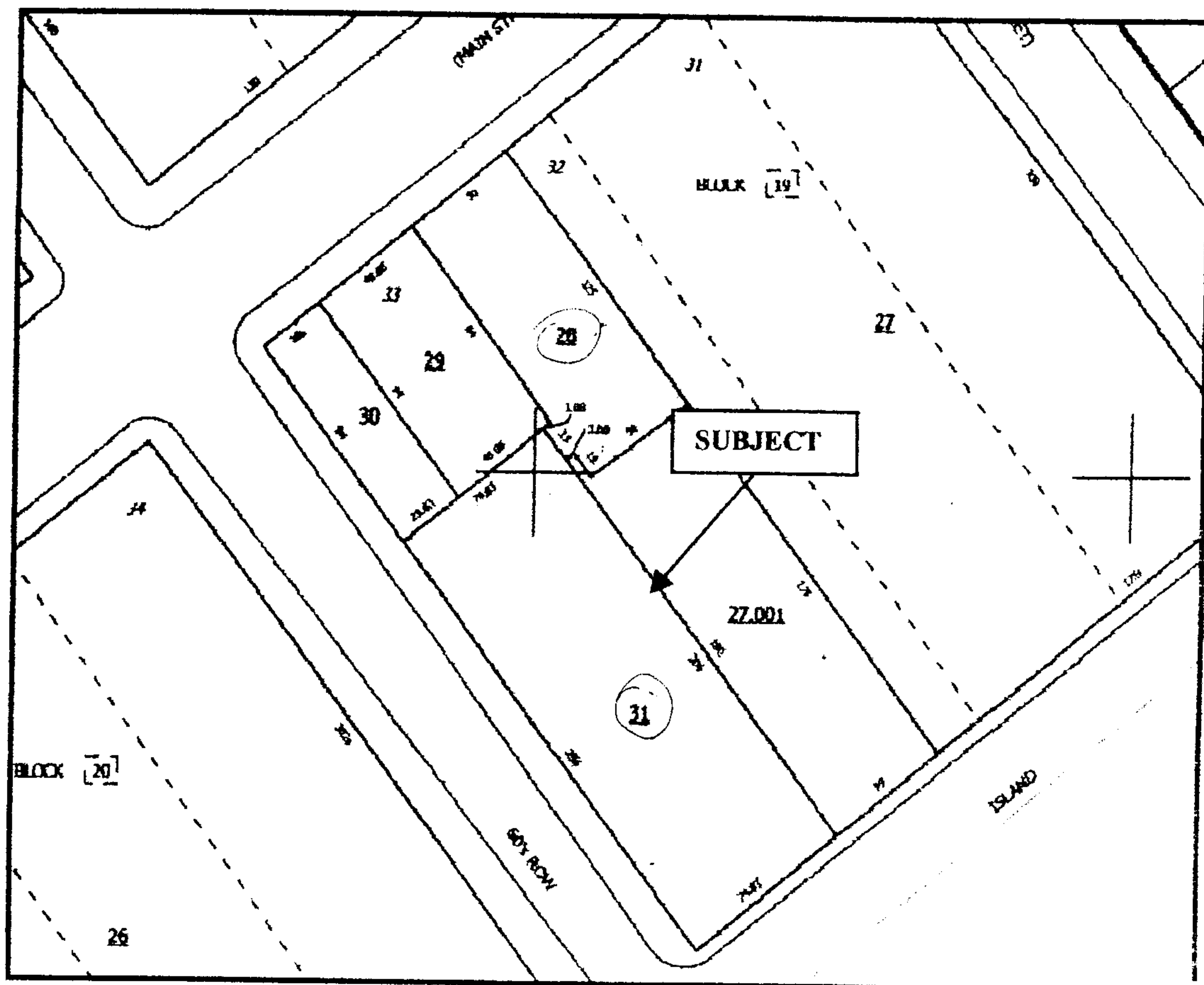
MY COMMISSION EXPIRES MARCH 4, 2008

EXHIBIT A



20071126000535530 4/4 \$25.00
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AD VALOREM TAX MAP



Shelby County, AL 11/26/2007
State of Alabama

Deed Tax: \$5.00