

### EASEMENT AGREEMENT

This Easement Agreement made this 31st day of December, 2008, by and between Gary Roland Henson, a married individual, and Patricia Henson, a single individual, (hereinafter "Grantor"), First United Security Bank (hereinafter "Lender") and Jo Mudd (hereinafter "Grantee").

#### Agreement

Now, therefore, in consideration of One Thousand and No/100ths (\$1,000.00) in hand paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor, to the extent of its right, title and interest, and Lender, to the extent of its right, title and interest, does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, the hereinafter described easement:


An easement for ingress and egress situated in the NE 1/4 of the SE 1/4 of Section 15, Township 19 South, Range 2 East, Shelby County, Alabama, and being more particularly described as follows: Begin at the Southwest corner of the NE 1/4 of the SE 1/4 of Section 15, Township 19 South, Range 2 East, Shelby County, Alabama; thence North 24 deg. 20 min. 47 sec. East along the East right of way line of Alabama Highway No. 25 a distance of 50.87 feet; thence South 61 deg. 18 min. 39 sec. East a distance of 109.33 feet; thence North 86 deg. 59 min. 29 sec. West a distance of 117.04 feet to the point of beginning.

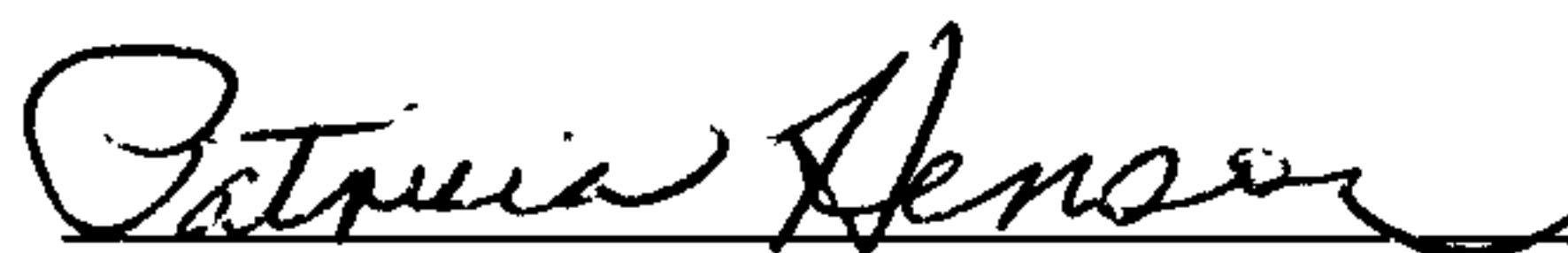
Subject property does not constitute the homestead of the grantors herein, as defined by the Code of Alabama.

To have and to hold to the said Grantee, its successors and assigns forever, for the benefit of the Grantee, subject to the following terms, conditions and reservations:


1. The Easement, with respect to access, is for the benefit of the Grantee, its customers, guest and invites, and Grantee's successors and assigns, and shall be used solely for purpose of ingress and egress to and from the Property.
2. The Easement herein granted shall run with the land, and shall be perpetual and non-exclusive.
3. The Easement, restrictions, benefits and obligations hereunder shall create mutual benefits and servitude running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective successors and assigns.
4. This Agreement is to be construed and interpreted pursuant to the laws of the State of Alabama.

In Witness whereof, the parties hereto have caused this Agreement to be duly executed on the date first above written.

  
Gary Roland Henson

  
Patricia Henson


First United Security Bank

By:   
Parrish B. Argo, Assistant Vice President

See Attached for Notary Acknowledgments

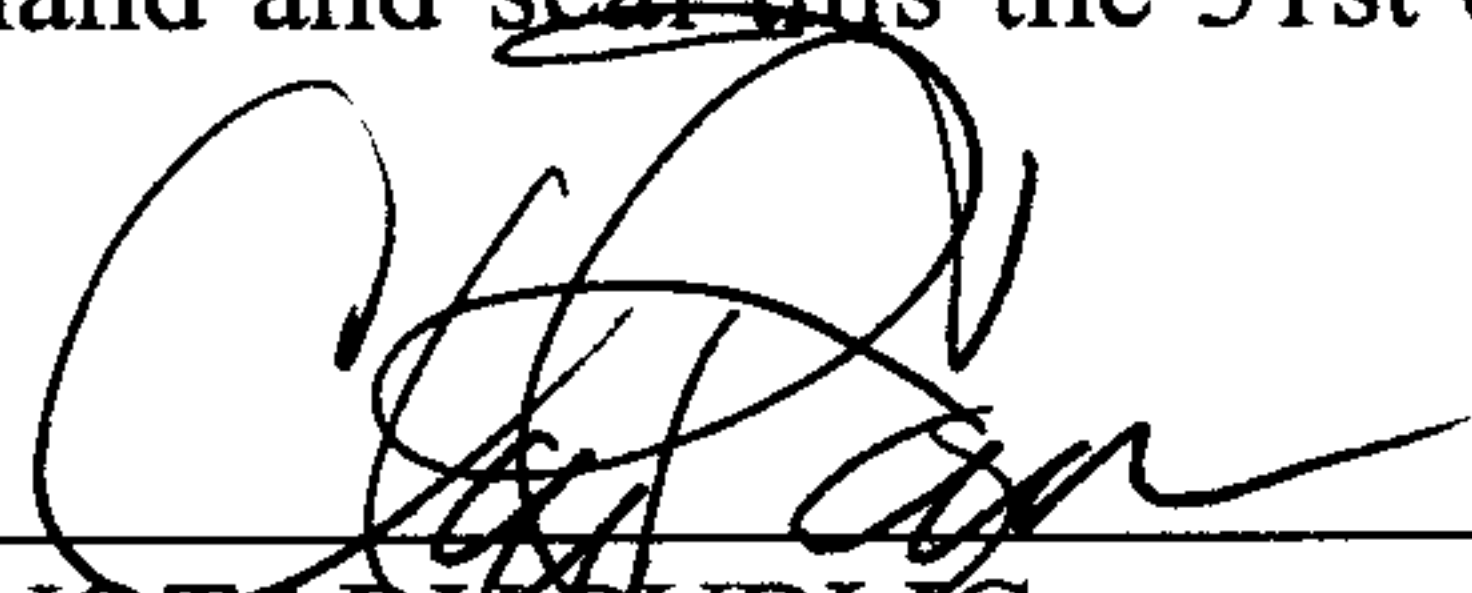
Shelby County, AL 01/02/2009  
State of Alabama  
Deed Tax: \$1.00

STATE OF ALABAMA )  
COUNTY OF SHELBY )

  
20090102000000200 2/2 \$15.00  
Shelby Cnty Judge of Probate, AL  
01/02/2009 09:38:43AM FILED/CERT

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that **Gary Roland Henson and Patricia Henson**, whose names are signed to the foregoing Easement Agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of the Instrument, they executed the same voluntarily on the day the same bears date.


IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 31st day of December 2008.

  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: 12/20/10

STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that **Parrish B. Argo**, whose name as Assistant Vice-President of **First United Security Bank.**, is signed to the foregoing Easement Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said First United Security Bank on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 31st day of December, 2008.

  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: 3/26/12