This instrument was prepared by: Mike T. Atchison, Attorney at Law Post Office Box 822 Columbiana, Alabama 35051

PARTIAL RELEASE

For value received, the FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF JASPER, does hereby release the hereinafter particularly described property from the mortgage from MARTIN M. MULLER, A SINGLE MAN, to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF JASPER, dated JANUARY 3, 1978, and recorded in Mortgage Book 373, Page 168, and also that certain mortgage recorded in Mortgage Book 356, Page 717, in the Probate Office of Shelby County, Alabama.

SEE REVERSE SIDE FOR DESCRIPTION OF PROPERTY TO BE RELEASED.

But it is expressly understood and agreed that this release shall in no ways, and to no extent whatever, affect the lien of said mortgage as to the remainder of the property described in and secured by said mortgage. The undersigned is the owner of the promissory note secured by the said mortgage.

In Witness Whereof, the undersigned, FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF JASPER has caused these presents to be executed this 20th ay of management, 1984.

ATTEST:

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF JASPER

Assistant Vice

PRESIDENT

STATE OF ALABAMA)
COUNTY OF WALKER

I the undersigned, Notary Public, in and for said County in said State, hereby certify that <u>Edward A. Davidson</u> whose name as <u>Assistant Vice President FIRST FEDERAL SAVINGS AND LOAN ASSOCTATION OF JASPER is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily for and as the act of said corporation.</u>

Given under my hand and Official seal this 20th day of November, 1984.

Notary Public

My commission expires June 10, 1985

Parcel III

A tract of land situated in the NE 1/4 of Section 32, Township 19 South, Range 1 East, Shelby County, Alabama, more particularly described as follows: Commence at the NE corner of the NE 1/4 of Section 32, Township 19 South, Range 1 East, Shelby County, Alabama, and run South along the East line of said Section 626.27 feet to a point of intersection with the centerline of a pipeline easement; thence an angle to the right of 68 deg. 00' and run Southeasterly along the said pipeline easement centerline 516.18 feet to point of beginning of herein described property; thence an angle to the right of 97 deg. 20' 17" and run Northerly 390.19 feet; thence an angle to the left of 79 deg. 40' and run Westerly 720.00 feet; thence an angle to the left of 90 deg. 00" and run Southerly 635.56 feet to a point of intersection with the centerline of said pipeline easement; thence an angle to the left of 107 deg. 40' 17" and run Northeasterly along said pipeline easement centerline 829.17 feet to point of beginning. According to survey of W. N. Varnon, Reg. No. 9324, dated October 4, 1984. The acreage sold shall be conveyed by metes and bounds description which shall extend to the center of the road. Said road is a private road and is not dedicated as a public highway or street. The conveyance by which title will be transferred to purchaser shall create a right-of-way easement granting the rights of ingress and egress to the adjoining plots of land bordering said private road. The easement thus created shall be a perpetual easement appurtenant to and for the benefit of the adjoining land and purchaser hereby agrees that he will be bound by the terms thereof. Purchaser will be required to and agrees to repair and maintain the road by contributing his proportionate share of the total cost thereof in order to maintain accessibility to all acres bordering said private road. Purchaser's proportionate share shall be prorated according to the number of acres one has in proportion to the total number of acreages served by said road. This covenant to repair shall run with the land, and the cost of maintenance and repair of said road shall be a charge on the land in whosoever hands it shall be at the time of such maintenance or repair.

1984 DEC -3 PH 2: 47

RECORDING FEES Recording Fee Index Fee LATOT

010 me 555