

PARTIAL RELEASE

2082

STATE OF ALABAMA

COUNTY OF SHELBY

BOOK 358 PAGE 530

KNOW ALL MEN BY THESE PRESENTS, that for value received, the undersigned, AMSOUTH BANK N.A., a national banking association ("Mortgagee"), does hereby release and discharge from the lien and operation of that certain (i) Mortgage, Security Agreement and Assignment of Rents and Leases dated June 6, 1991 recorded in Real 348, Page 208 in the Probate Office of Shelby County, Alabama, as the same may be amended from time to time; (ii) Mortgage and Security Agreement dated November 7, 1989 recorded in Real 265, Page 415 in the Probate Office of Shelby County, Alabama, as amended by First Modification thereto dated February 16, 1990 recorded in Real 281, Page 4 in said Probate Office, Second Modification thereto dated August 29, 1990 recorded in Real 312, Page 189 in said Probate Office, Third Modification thereto dated September 7, 1990 recorded in Real 312, Page 194 in said Probate Office, Fourth Modification thereto dated September 28, 1990 recorded in Real 312, Page 199 in said Probate Office, Fifth Modification thereto dated June 6, 1991 dated in Real 348, Page 187 in said Probate Office and as may be further amended from time to time; (iii) Assignment of Rents and Leases dated November 7, 1989 recorded in Real 265, Page 443 in the Probate Office of Shelby County, Alabama, as amended by First Amendment thereto dated June 6, 1991 recorded in Real 348, Page 168 in said Probate Office and as may be further amended from time to time; (iv) Mortgage and Security Agreement dated September 28, 1990 recorded in Real 312, Page 331 in the Probate Office of Shelby County, Alabama, as the same may be amended from time to time and (v) Assignment of Rents and Leases dated September 28, 1990 recorded in Real 312, Page 372 in the Probate Office of Shelby County, Alabama, the following described parcel of land situated in Shelby County, Alabama, to-wit:

"EXHIBIT A" Attached.

It is understood, however, that the execution of this release shall in no wise operate to release or impair the lien or security of the aforesaid Mortgages upon the property remaining subject thereto.

IN WITNESS WHEREOF, Mortgagee has caused this Partial Release to be executed by its proper officer who is duly authorized as of this the 7th day of August, 1991.

AMSOUTH BANK N.A.,  
a national banking association

By: Mary B. Voorhees  
Its: Vice President

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Mary B. Voorhees whose name as Vice President of AMSOUTH BANK N.A., a national banking association, 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 as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 7th day of August, 1991.

THIS INSTRUMENT PREPARED BY  
AND UPON RECORDING SHOULD BE  
RETURNED TO:  
SHEILA D. ELLIS  
DANIEL CORPORATION  
P. O. BOX 387001  
BIRMINGHAM, ALABAMA 35238-5001

Druidville-Hugh  
Notary Public

My Commission Expires: 4-26-93

EXHIBIT A

Commence at the northwest corner of said Section 33 thence run south along the west line of said Section 33 for a distance of 1,039.75 feet to a point; thence turn an interior clockwise angle to the right of  $98^{\circ} 12' 21''$  and run in a southeasterly direction for a distance of 30.02 feet to a point; thence turn an angle to the left of  $24^{\circ} 25' 58''$  and run in a northeasterly direction for a distance of 187.64 feet to a point; thence turn an angle to the right of  $103^{\circ} 07' 18''$  and run in a southeasterly direction for a distance of 13.00 feet to a point; thence turn an angle to the left of  $110^{\circ} 14' 11''$  and run in a northeasterly direction for a distance of 102.22 feet to an iron pin at the point of beginning; thence turn an interior counterclockwise angle to the left of  $133^{\circ} 09' 19''$  and run in a southeasterly direction for a distance of 422.74 feet to an iron; thence turn an interior clockwise angle to the right of  $193^{\circ} 44' 59''$  and run in a southeasterly direction for a distance of 119.62 feet to an iron pin; thence turn an interior clockwise angle to the right of  $165^{\circ} 40' 51''$  and run in a southeasterly direction for a distance of 119.57 feet to an iron pin; thence turn an interior clockwise angle to the right of  $129^{\circ} 13' 22''$  and run in a northeasterly direction for a distance of 149.65 feet to an iron pin; thence turn an interior clockwise angle to the right of  $299^{\circ} 53' 51''$  and run in a southwesterly direction for a distance of 144.15 feet to an iron pin; thence turn an interior clockwise angle to the right of  $193^{\circ} 34' 51''$  and run in a southwesterly direction for a distance of 155.00 feet to an iron pin on the northeast right of way of King Stables Road, a private roadway, as recorded in Greystone First Sector, Map Book 14, Page 91, in the office of the Judge of Probate, Shelby County, Alabama; thence turn an interior clockwise angle to the right of  $90^{\circ} 00' 00''$  and run in a southeasterly direction along said right of way for a distance of 125.00 feet to a point on a curve to the left, having a central angle of  $90^{\circ} 00' 00''$  and a radius of 25.00 feet; thence run in a northeasterly direction along the arc of said curve for a distance of 39.27 feet to a point on the northwest right of way of a proposed extension of Greystone Drive, a private roadway; thence run tangent to last stated curve in a northeasterly direction along said right of way for a distance of 200.00 feet to a point on a curve to the left having a central angle of  $29^{\circ} 00' 00''$  and a radius of 820.68 feet; thence run in a northeasterly to northwesterly direction along the arc of said curve and also along said right of way for a distance of 415.38 feet to an iron pin; thence run tangent to last stated curve in a northwesterly direction along said right of way for a distance of 155.00 feet to an iron pin; said iron pin being on a curve to the right having a central angle of  $11^{\circ} 34' 54''$  and a radius of 438.39 feet; thence run in a northwesterly direction along the arc of

BOOK 358 PAGE 592

said curve and also along said right of way for a distance of 88.61 feet to an iron pin; thence turn an interior clockwise angle to the right of  $122^{\circ} 55' 21''$  from the chord of last stated curve and run in a northwesterly direction for a distance of 163.17 feet to an iron pin; thence turn an interior clockwise angle to the right of  $216^{\circ} 48' 28''$  and run in a northwesterly direction for a distance of 133.53 feet to an iron pin; thence turn an interior clockwise angle to the right of  $217^{\circ} 52' 35''$  and run in a northeasterly direction for a distance of 113.01 feet to an iron pin; thence turn an interior clockwise angle to the right of  $122^{\circ} 34' 45''$  and run in a northwesterly direction for a distance of 66.09 feet to an iron pin; thence turn an interior clockwise angle to the right of  $227^{\circ} 00' 11''$  and run in a northeasterly direction for a distance of 493.64 feet to a point; thence turn an interior clockwise angle to the right of  $57^{\circ} 14' 33''$  and run in a southwesterly direction for a distance of 173.41 feet to an iron pin; thence turn an interior clockwise angle to the right of  $141^{\circ} 31' 38''$  and run in a southwesterly direction for a distance of 328.54 feet to an iron pin; thence turn an interior clockwise angle to the right of  $186^{\circ} 23' 22''$  and run in a southwesterly direction for a distance of 719.57 feet to an iron pin; thence turn an interior clockwise angle to the right of  $184^{\circ} 29' 01''$  and run in a southwesterly direction for a distance of 105.74 feet to the point of beginning. Said parcel containing 16.06 acres, more or less.

TOGETHER WITH all right, title and interest of Mortgagee in and to 12,045 gallons per day of the sewage treatment capacity assigned to Mortgagee pursuant to the aforesaid Mortgages.

Rec. 7.50  
Ind. 13.00  
Cert. 1.00  
21.50

I, CLARENCE A. SPEARS,  
COUNTY CLERK,  
DO HEREBY CERTIFY THIS  
INSTRUMENT WAS FILED.

91 AUG 14 AM 8:56

JUDGE OF PROBATE