

December 7, 2000 (3:42PM)

STATE OF ALABAMA)

SHELBY COUNTY)

Inst # 2000-44391

12/21/2000-44391
PARTIAL RELEASE 12:03 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CJ1 20.00

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to the undersigned, **AmSouth Bank** (the "Bank"), the Bank does hereby release and discharge from the lien and operation of that certain Mortgage, Security Agreement and Assignment of Rents and Leases executed in favor of it by **Pelham Parkway, L.L.C.**, dated as of August 25, 1998 and recorded in the Probate Office of Shelby County, Alabama, as Instrument No. 1998-33814, as amended by First Amendment thereto recorded in said Probate Office as Instrument No. 1999-10981 (the "Mortgage"), the following described lot or parcel of land to wit:

Lot 2, according to the survey of Pelham Parkway North Commercial Subdivision, as recorded in Map Book 27, Page 113, in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama; provided, however, that the Bank retains its lien on that certain 24' ingress/egress easement located on the eastern side of said Lot 2, as shown on the plat recorded in Map Book 27, Page 113, in the Probate Office of Shelby County, Alabama, which easement (more particularly described on Exhibit A attached hereto) was reserved in that certain Warranty Deed dated November 29, 2000, executed by Pelham Parkway, L.L.C., and recorded as Instrument No. 2000-41627, in the Probate Office of Shelby County, Alabama.

The Bank acknowledges that in the event it forecloses on the Mortgage, said foreclosure will not extinguish the 24' ingress/egress easement referenced above, nor will said foreclosure affect fee simple title to Lot 2 referenced above.

It is understood that the execution of this Partial Release shall in no way operate to release or impair the lien or security of the Mortgage upon the property remaining subject thereto.

The Bank hereby agrees to subordinate the lien of its Mortgage to that certain non-exclusive perpetual easement described on Exhibit B attached hereto and made a part hereof (the "Access Easement"), which Access Easement is being conveyed by Pelham Parkway, L.L.C. to AA Pelham, LLC in that certain Warranty Deed dated November 29, 2000, and recorded as Instrument No. 2000-41627, in the Probate Office of Shelby County, Alabama. The Bank agrees that in the event it forecloses on the Mortgage, said foreclosure will not affect the existence of said Access Easement.

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IN WITNESS, AmSouth Bank, the undersigned, has caused this Partial Release to be executed as of this 11 day of December, 2000, by its duly authorized officer.

AMSOUTH BANK

By Lawrence Clark
Its Vice President

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Lawrence Clark, whose name as Vice President of AmSouth Bank, a state banking corporation, 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 said Partial Release, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal this the 11 day of December 2000.

William S. Smith
Notary Public

AFFIX SEAL

My commission expires: MY COMMISSION EXPIRES OCTOBER 27, 2002

This instrument prepared by:

Dawn Helms Sharff, Esq.
Walston, Wells, Anderson & Bains, LLP
505 20th Street North, Suite 500
Birmingham, AL 35203
205-251-9600

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Exhibit A

[Reserved Easement]

A legal description of a 24' Ingress/Egress Easement lying 12' on each side and parallel to the below described centerline, located on Lot 2 of Pelham Parkway North Commercial Subdivision, located in the NW 1/4 of the SW 1/4 of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows: *(Not recorded at this time)*

LEGAL DESCRIPTION

Commence at the NW Corner of above said 1/4-1/4 Section; thence N89°50'27"E, a distance of 191.81'; thence S02°25'47"E, a distance of 331.34'; thence S02°22'44"E, a distance of 265.32'; thence S81°40'33"E, a distance of 266.68' to the POINT OF BEGINNING; thence N08°19'27"E, a distance of 127.50' to the end of said easement.

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Exhibit B

[Access Easement]

A legal description of a 24' Ingress/Egress Easement lying 12' on each side and parallel to the below described centerline, located on Lot 1 of Pelham Parkway North Commercial Subdivision (not recorded at this time) located in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

LEGAL DESCRIPTION

Commence at the NW Corner of above said $\frac{1}{4}$ - $\frac{1}{4}$ Section; thence N89°50'27"E, a distance of 191.81'; thence S02°25'47"E, a distance of 331.34'; thence S02°22'44"E, a distance of 135.56'; thence S81°40'33"E, a distance of 290.78' to the POINT OF BEGINNING; thence N08°19'27"E, a distance of 39.00'; thence S81°40'33"E, a distance of 33.00' to the end of said easement.

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