

**PARTIAL MORTGAGE RELEASE**

**STATE OF ALABAMA        }**  
**SHELBY COUNTY         }**

KNOWN ALL MEN BY THESE PRESENTS, that whereas, **Freddie Wilhite, unmarried**, executed a mortgage to First National Bank of Shelby County which is recorded in **Instrument Number 2002-01240**, in the Probate Office of **Shelby County, Alabama**.

Whereas, Freddie Wilhite, desires to pay the sum of One and 00/100 Dollars to said First National Bank of Shelby County on said mortgage and to have the land described below released from said mortgage and said First National Bank of Shelby County desires to accept said consideration for the releasing of said property and agrees to release said land from said mortgage;

Now, therefore, the undersigned First National Bank of Shelby County in consideration of One and 00/100 Dollars being paid to said First National Bank of Shelby County in hand paid by the said Freddie Wilhite, the receipt whereof is hereby acknowledged, does hereby release, remise and quit claim unto the said Freddie Wilhite, all the right, title and interest acquired under said mortgage in and to that part of the premises conveyed therein, and described as follows, to-wit;

**There is a Proposed 30.0' wide Access Easement along the east side of subject property the centerline of which is described as follows:**

**Commence at the southeast corner of the northwest quarter of the southeast quarter of Section 34, Township 21 south, Range 2 West, Shelby County, Alabama and run thence N 00 27' 59" E along the east line of said quarter-quarter section a distance of 135.50' to a point on the north margin of Highway No. 70; Thence run S 85 34' 33" W along said margin of said Highway a distance of 79.45' to the point of beginning of the Easement being described; Thence run along centerline of said 30.' wide Easement N 25 04' 46" W a distance of 164.83' to a point, Thence run North 0341' 14" E a distance of 185.41' to the end of said Easement!**

**There is also a 25.0' wide by 22.0 long Easement on the southeastern corner of subject property for Ingress, Egress and utilities that is described as follows:**

**Commence at the southeast corner of the northwest quarter of the southeast quarter of Section 34, Township 21 South, Range 2 West, Shelby County, Alabama and run thence N 00 27' 59" E along the east line of said quarter-quarter section a distance of 135.50' to a point on the north margin of Highway No. 70; Thence run S 85 34' 33" W along said margin of said Highway a distance of 174.72' to a set rebar corner and the point of beginning of the Easement being described; Thence continue last course a distance of 22.00' to a point; Thence run N 03 41' 14" E a distance of 25.00' to a point; Thence run N 85 34' 33" E a distance of 22.00' to a point; Thence run S 03 41' 14" W a distance of 25.0' to the point of beginning and the end of the Easement.**

**There is also a 15.0' wide Access Easement along the west line of subject property described as follows:**

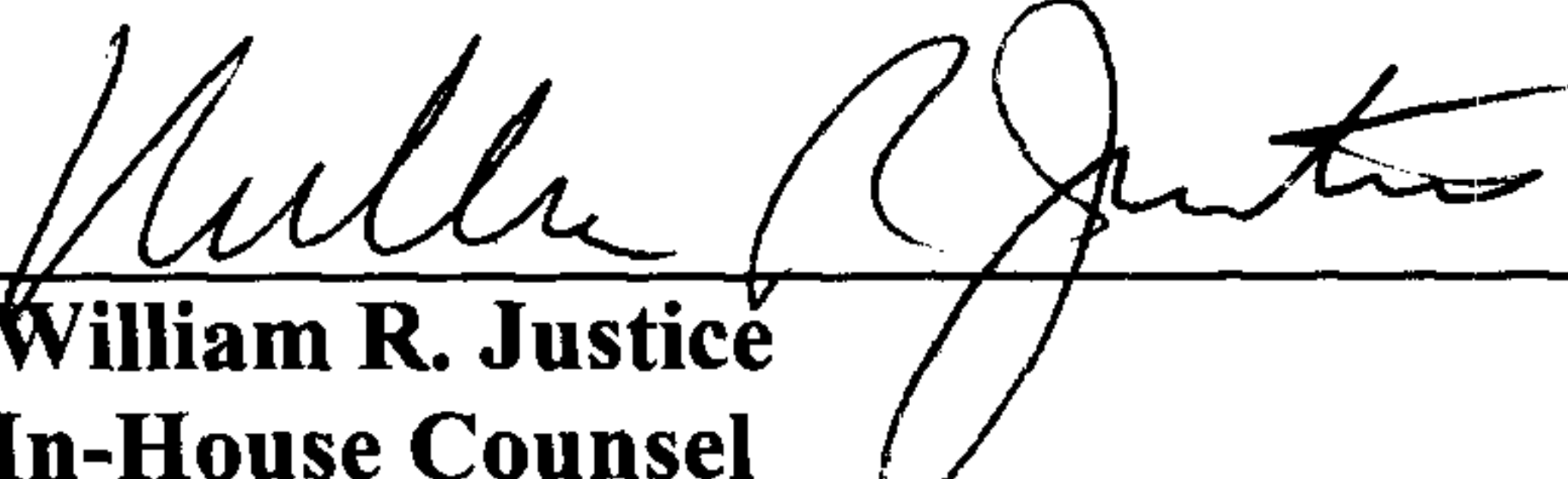
**Commence at the southeast corner of the northwest quarter of the southeast quarter of Section 34, Township 21 South, Range 2 West, Shelby County, Alabama and run thence N 00 27' 59" E along the east line of said quarter-quarter section a distance of 135.50' to a point on the north margin of Highway No. 70; Thence run S 85 34' 33" W along said margin of said Highway a distance of 321.12' to a set rebar corner and the point of beginning of the Easement being described; Thence run N 00 40' 28" E a distance of 365.49' to a point; Thence run N 85 57' 57" W a distance of 15.0' to a point; Thence run S 00 40' 28" W a distance of 363.27' to a point on the north line of Highway 70, Thence run S 85 34' 33" W along said margin of said Highway a distance of 15.0' to the point of beginning and the end of easement.**

TO HAVE AND TO HOLD to the said Freddie Wilhite, and to its or their successors and assigns forever.

It is understood and agreed that this release shall not in any way impair or affect the right of the said mortgagee to hold the remainder to the premises conveyed in said mortgage and not hereby released as security for that part of the mortgage indebtedness remaining unpaid on said mortgage.

IN WITNESS WHEREOF, the Grantor First National Bank of Shelby County has hereunto set its hands and seals this the 18th day of September 2003.

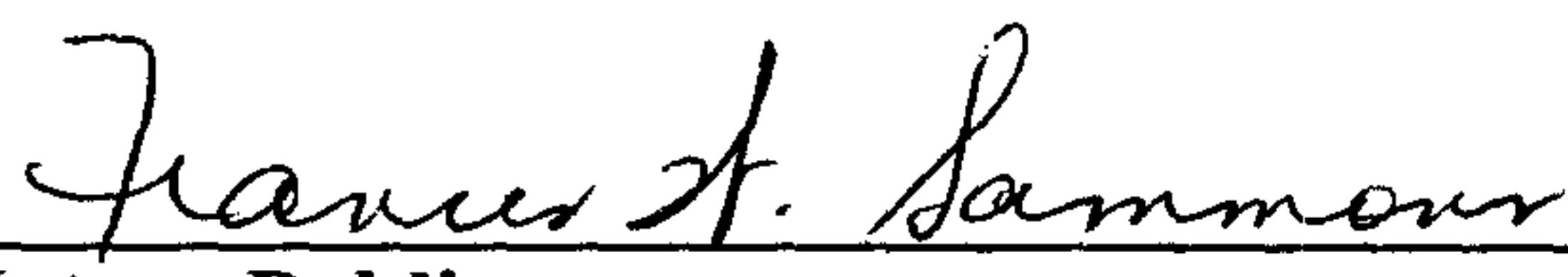
**FIRST NATIONAL BANK OF SHELBY COUNTY**

  
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**William R. Justice**  
**In-House Counsel**

**STATE OF ALABAMA**  
**SHELBY COUNTY**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that William R. Justice whose name as In-House Attorney of First National Bank of Shelby County is signed to this instrument, and who is known to me acknowledged before me on this day that, being informed of the contents of such instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation (bank).

Given under my hand and seal this the 18th day of September 2003.

  
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**Notary Public**

**My Commission Expires:** 5-24-04

**First National Bank of Shelby County**  
**Real Estate Department**  
**P. O. Box 977**  
**Columbiana, AL 35051**

