

STATE OF ALABAMA)	
)	PARTIAL RELEASE OF MORTGAGE
SHELBY COUNTY)	

KNOW ALL MEN BY THESE PRESENTS that, the undersigned, Wayne Thompson, the owner and holder of the indebtedness secured by that certain mortgage executed by Jack N. Spinks, on the 14th day of May, 2003, and recorded in *Instrument # 2003-34299* in the Office of Probate, Shelby County, does hereby release the property described as follows: A parcel of land located in the NE ¼ of Section 4 and NW ¼ of Section 3, Township 24 North, Range 12 East, Shelby County, Alabama, being more particularly described as follows: Begin at an iron bar with 1" square top found where the South line of the lot owned by Charles Edward Gaddis and Maudeen Worthy Gaddis intersects the eastern boundary of Selma Street, also known as State Highway 119, and run southerly along and with said eastern boundary of said Selma Street a distance of 135.20 feet (141 feet and 5 inches deed) to a 1" open pipe found where the North edge of an alley intersects said eastern road boundary; thence turn a right interior angle of 88 degrees 13 minutes 47 seconds and run easterly a distance of 189.75 feet (190 feet and 3 inches deed) along and with said North edge of said alley to an iron pin with yellow plastic cap set; thence turn a right interior angle of 82 degrees 18 minutes 47 seconds and run Northwesterly along and with the West line of a lot formerly owned by Jack Woodward for a distance of 131.90 feet (139 feet and 5 inches deed) to a ½" iron pin with yellow plastic cap found at the intersection with a chain link fence; thence turn a right interior angle of 99 degrees 11 minutes 33 seconds and run Westerly for a distance of 167.99 feet (170 feet and 6 inches deed) to the point of beginning, making a closing right interior angle of 90 degrees 15 minutes 53 seconds. According to the survey of John S. Parks, dated October 3, 2003; from the lien and operation of the aforesaid mortgage, and the undersigned does release said property to the mortgagor, his successors or assigns.

This partial release shall have no effect to the remaining property described or referred to in the aforesaid mortgage, and, as to such remaining property, the aforesaid mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has hereunto set hand and seal on this the 7th day of April, 2004.

Wayne Thompson

STATE OF ALABAMA

SHELBY COUNTY

ACKNOWLEDGMENT

I, Michael D. Nichols a Notary Public for the State at Large, hereby certify that the above posted name, Wayne Thompson, which is signed to the foregoing Partial Release, who is known to me, acknowledged before me on this day that, being informed of the contents of the Mortgage Satisfaction, that said person executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 7th day of April, 2004.

Notary Public /

My Commission EXCHAMISSION EXPIRES