

5612

STATE OF ALABAMA)

SHELBY COUNTY)

Witness this indenture, made this 9 day of August, 1965, betw en Shelby County Savings and Loan Association, party of the first part, and J B L, Inc., a corporation, party of the second part,

WHEREAS, the party of the first part is the holder of the following mortgage and of the bond or note secured thereby:

Mortgage dated the 12th day of June, 1965, made by J B L, Inc., to Shelby County Savings and Loan Association, in the principal sum of Twenty-eight thousand Dollars (\$28,000.00) and recorded in Mortgage Book 291 at page 746 in the Probate Records of Shelby County, Alabama, covering certain lands and tenements, of which the lands hereinafter described in part, and

WHEREAS, the party of the first part, at the request of the party of the second part has agreed to give up and surrender the lands hereinafter described unto the party of the second part, and to hold and retain the residue of the mortgaged lands as security for the money remaining due on said mote and mortrage,

NOW THIS INDENT BE WITNESSETH, that the party of the first part, in pursuance of said agreement and in consideration of One and 00/100 Dollars in hand paid by party of the second part, the receipt and sufficiency of which is hereby acknowledged, does grant, release, and quit claim unto the party of the second part, all that part of said mortgaged lands described as follows, situated in Shelby County, Alabama, to-wit:

Commence at the NE corner of NW $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 25, Township 21 South, Range 1 West; thence S 89 deg. 03' 30" W along the North boundaries of NW $\frac{1}{4}$ of SE $\frac{1}{4}$, NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of said Township and Range a distance of 3341.36 feet to a point; thence S 0 deg. 14' W along the East boundary of the Columbiana Housing Project and addition to the Columbiana Cemetery a distance of 1095.75 feet to a point; thence S 89 deg. 27' W along the South boundary of the Columbiana Cemetery a distance of 892.72 feet to a point on the East right of way of County Highway 47; thence S 57 deg. 10' W a distance of 57.70 feet to a point on the West right of way of the said Co. Hwy. 47; thence S 71 deg. 23' W along the South boundary of the Columbiana Cemetery a distance of 181.45 feet to a point on the East right of way line of the L & N RR Company; thence S 20 deg. 29' 30" E along the said East right of way line of the L & N RR Company a distance of 834.60 feet to a point; thence S 85 deg. 03' E, a distance of 122.80 feet to a point on the East right of way line of the said County Highway 47 being the point of beginning of the property herein described; thence continue S 85 deg. 03' E along the South boundary of Pine Lawn Gardens, a distance of 37.75 feet to a point; thence N 89 deg. 56' E along the South boundary of the said Pine Lawn Gardens, a distance of 353.23 feet to a point; thence N 13 deg. 34' W along the East boundary of the said Pine Lawn Gardens, a distance of 617.77 feet to a point on the South right of way line of Pitts Drive; thence S 76 deg. 26' W along the South right of way of the said Pitts Drive a distance of 376.60 feet, more or less, to a point on the East right of way line of County Highway 47; thence Southeasterly along the said East right of way of the said County Hwy 47 a distance of 522.20 feet, more or less to point of beginning. Said property is lying in SW $\frac{1}{4}$ of SW $\frac{1}{4}$, Sec. 25, T 21 S, R 1 W and in SE $\frac{1}{4}$ of SE $\frac{1}{4}$, Se. 26, T 21 S, R 1 W, containing 4.93 acres, more or less.

Together with all right, title, and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof and in and to any fixtures and articles of personal property which are now contained in said premises and which may be covered by said mortgage.

Together with the hereditaments and appertenances thereunto belonging, and all right, title, and interest of the party of the first part, in and to the same, to the intent that the lands hereby released may be discharged from said mortgage, and that the rest of the lands described in said mortgage may remain to the party of the first part as heretofore.

To have and to hold the lands and premises hereby released and quit claimed to the party of the second part, and to the heirs, successors, and assigns of the party of the second part forever, free, clear, and discharged of and from all lien and claim under and by virtue of said mortgage aforesaid.

IN WITNESS WHEREOF, the party of the first part has executed this release the day and year first written above.

SHELBY COUNTY SAVINGS and LOAN ASSOCIATION

Frank Ellis, Jr.
Witness

By John A. Hines, Jr.
its President

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said county and State hereby certify that John A. Hines, Jr., whose name as president of the Shelby County Savings and Loan Association, a Corporation, is signed to the foregoing conveyance and release, and who is known to me, acknowledges before me on this day, that, being informed of the contents of said conveyance and release, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 9 day of August, 1965.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 8/19 1965

RECORDED & INDEXED
E.S. DETROIT
PD. ON THE

Co.
JUDGE OF PROBATE

Frank Ellis, Jr.
Notary Public