

742 7-483

PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, That J. O. Dorroh, mortgagee named in that certain mortgage given by C. T. Walters and wife Gladys H. Walters to the undersigned dated January 3, 1956, and recorded in Mortgage Book 241, Pages 495, in the office of the Judge of Probate of Shelby County, Alabama, in consideration of One Dollar (\$1.00) and other good and valuable consideration to me in hand paid by Alabama Power Company, a corporation, the receipt whereof is hereby acknowledged, the undersigned does hereby remise, release and forever quitclaim unto the said Alabama Power Company, a corporation, all the right, title and interest which the undersigned acquired under the aforesaid mortgage in or to that part of the lands hereinafter described which would either be covered with or which either alone or together with other lands would be entirely surrounded by waters of the Coosa River or its tributaries should such River or its tributaries be raised or backed up to that certain datum plane of 397 feet above mean sea level as established by the United States Coast and Geodetic Survey as adjusted in January, 1955, together with the right to flood, cover or surround with water from time to time that portion of the lands hereinafter described which lies above such datum plane of 397 feet above mean sea level and which would be flooded, covered with or surrounded by water should such river or its tributaries be raised and backed up to that certain datum plane of 400 feet above such mean sea level, together with rights of ingress and egress over and across that part of the lands hereinafter described which lies above such datum plane first above described. Such lands are described as follows:

The South Half of Southeast Quarter ($S\frac{1}{2}$ of $SE\frac{1}{4}$); Northeast Quarter of Southwest Quarter ($NE\frac{1}{4}$ of $SW\frac{1}{4}$) and 30 acres off the East side of Southeast Quarter of Southwest Quarter ($SE\frac{1}{4}$ of $SW\frac{1}{4}$), Section 15, Township 21, Range 1 East.

The East Half of Northeast Quarter ($E\frac{1}{2}$ of $NE\frac{1}{4}$); Northwest Quarter of Northeast Quarter ($NW\frac{1}{4}$ of $NE\frac{1}{4}$) except 2 acres more or less lying South of the Montgomery Road; and 30 acres off of the North side of the Northeast Quarter of Northwest Quarter ($NE\frac{1}{4}$ of $NW\frac{1}{4}$), except that part lying North of Nardis Ferry road in Section 22, Township 21, Range 1 East.

The South Half of Northwest Quarter ($S\frac{1}{2}$ of $NW\frac{1}{4}$) of Section 23, Township 21, Range 1 East. All that portion of the Southeast Quarter of Northeast Quarter ($SE\frac{1}{4}$ of $NE\frac{1}{4}$) lying South and West of Bullies Creek in Section 23, Township 21, Range 1 East. Also the following described land to-wit: Begin at the NE corner of Southeast Quarter ($SE\frac{1}{4}$) of Section 23, Township 21, Range 1 East and run West 100 yards; thence South 220 yards; thence East to Coosa River; thence Northeasterly along Coosa River to Bullies Creek; thence along Bullies Creek to the East line of Section 23; thence South to starting point, and situated partly in Section 23 and partly in Section 24 all in Township 21, Range 1 East.

The East Half of Northwest Quarter ($E\frac{1}{2}$ of $NW\frac{1}{4}$) and all of the West Half of Northeast Quarter ($W\frac{1}{2}$ of $NE\frac{1}{4}$) except that part sold to Alabama Power Company as shown by deed recorded in Deed Book 52 page 98 in the Probate Office of Shelby County, Alabama, all in Section 23, Township 21, Range 1 East.

All of the above is situated in Shelby County, Alabama

TO HAVE AND TO HOLD, unto the said Alabama Power Company, a corporation, its successors and assigns forever.

But it is hereby expressly understood and agreed that this release is given under the following condition, viz: That this release shall not in any way affect or impair the lien and security of said mortgage as to the remainder of the real property located above the datum plane of 400 feet above mean sea level, conveyed in said mortgage, and not heretofore released, and that said mortgage shall remain in full force and effect and be and continue a first and superior lien against all of the real property conveyed in said mortgage and not herein or heretofore released. It is further understood that this release shall not in any way affect or impair the right to hold under said mortgage, and as security for the sum remaining due thereon, or to sell, under the power of sale in said mortgage, all of the remainder of the premises therein conveyed and not hereby released.

IN TESTIMONY WHEREOF, I have here unto set my hand and seal this the 11th of October, 1966.

J. O. Dorroh (SEAL).
(J.O. Dorroh).

* * * * *

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, C.R. Holliman, a Notary Public, in and for said County, in said State, do hereby certify that J.O. Dorroh, whose name is signed to the foregoing release, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said release, he executed the same voluntarily on the day the same bears date.

Witness my hand and official seal this the 11th of October, 1966.

C. R. Holliman
Notary Public.

STATE OF ALA., SHELBY CO.,
I CERTIFY THIS INSTRUMENT
WAS FILED ON 8 AM

11-3-1966

RECORDED & \$ MTC. TAX

\$ DEED TAX
PD. ON THIS INSTR.

C. R. Holliman
JUDGE OF PROBATE

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