

STATE OF ALABAMA
SHELBY COUNTY

WHEREAS, Triple-R-Developers, Inc., heretofore executed a mortgage to David W. Davies, as shown by mortgage recorded in the Probate Office of Shelby County, Alabama, in Mortgage Book 311, Page 685; and

WHEREAS, said mortgage and the note secured thereby were pledged and assigned to The First National Bank of Birmingham, as shown by Assignment recorded in said Probate Office in Mortgage Book 266, Page 361; said pledge and Assignment having been made to said Bank as security for an indebtedness owing by David W. Davies to the Bank; and

WHEREAS, said mortgage indebtedness has been paid in part and in consideration of such payment the undersigned Bank and David W. Davies have agreed to release some part, but not all of the mortgaged property from the lien of mortgage.

NOW THEREFORE, for and in consideration of One and no/100 (\$1.00) Dollar and other good and valuable consideration in hand paid, the receipt whereof is hereby acknowledged, the undersigned do hereby release the hereinafter particularly described property from the lien of said mortgage, and for said consideration, the receipt of which is hereby acknowledged, the undersigned do hereby remise, release, quit claim and convey unto Triple-R-Developers, Inc., which claims to be the present owner, all of the right, title and interest of the undersigned in and to the following described property in Shelby County, Alabama, to wit:

Lots 1 and 20, in Block 5, and Lot 4 in Block 3, all according to the Survey of First Addition to Indian Hills Second Sector, as recorded in Map Book 5, Page 7, in the Probate Office of Shelby County, Alabama. Subject to restrictive covenants, setback lines, easements, transmission line permits and agreement relating to water system as shown of record in said Shelby County Probate Court.

But it is expressly understood and agreed that this release shall in no wise, and to no extent whatever, affect the lien of said mortgage as to the remainder of said property described in and secured by said mortgage. The undersigned are now the owners of said mortgage and the unpaid note secured thereby as their interests appear in the assignment described in the premises.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal on this the 1st day of March, 1971.

STATE OF ALA. SHELBY CO.
CERTIFY THIS
INSTRUMENT WAS FILED

1971 MAR -8 PM 1:38

U.S.C. FILED IN PROBATE
REC. BK. 2 PAGE 361

David W. Davies
David W. Davies

THE FIRST NATIONAL BANK OF BIRMINGHAM
By Paul D. Huch
Senior Vice President

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that David W. Davies, whose name is signed to the foregoing release, and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 1st day of March, 1971.

STATE OF ALABAMA, JEFFERSON COUNTY

Shelby J. Brinkley Notary Public
Notary Public, Alabama State at Large
My commission expires Dec. 11, 1972
Bonded by Home Indemnity Co. of N. Y.

I, the undersigned authority, in and for said County, in said State, hereby certify that Paul D. Huch, whose name as Senior Vice President of The First National Bank of Birmingham a national banking association, 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 the instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 1st day of March, 1971.

Shelby J. Brinkley Notary Public
Notary Public, Alabama State at Large
My commission expires Dec. 11, 1972
Bonded by Home Indemnity Co. of N. Y.



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Shelby Cnty Judge of Probate, AL
03/07/1971 12:00:00 AM FILED/CERT