

7384

PARTIAL RELEASE OF LIEN

STATE OF ALABAMA

COUNTY OF SHELBY



19720216000008150 1/2 \$.00  
Shelby Cnty Judge of Probate, AL  
02/16/1972 12:00:00 AM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS, that FIRST NATIONAL BANK  
OF COLUMBIANA, Columbiana, Alabama,

is the holder and owner of one certain promissory Note dated  
August 31, 1967, in the original principal amount of                       
FORTY-ONE THOUSAND AND NO/100 DOLLARS - - - - -  
(\$ 41,000.00 ), executed and delivered to FIRST NATIONAL BANK  
OF COLUMBIANA by Joe L. Tidmore & Charles O.  
Tidmore, d/b/a GULF DISTRIBUTORS, and by Brenda B. Tidmore and

Beverly V. Tidmore, which said Note is secured by, among other things,  
the following security instrument:

Real Property Mortgage dated August 31, 1967, executed by Charles  
Oliver Tidmore and Beverly Joyce Tidmore; and Joe L. Tidmore and  
Brenda B. Tidmore in favor of First National Bank of Columbiana  
and filed for record on Sept. 1, 1967 in Real Property Mort-  
gage Book 306 at Pages 795-799 et seq., in the Office of  
the Judge of Probate of Shelby County, Alabama;

and,

FOR VALUE RECEIVED, First National Bank of Columbiana

does hereby release from the lien of the aforesaid Mortgage the fol-

lowing described <sup>real</sup> ~~property only, to-wit:~~  
Lot 5, Block 2, according to map or survey of Columbiana Homes, Inc., Subdivision as the  
same appears of record in the Probate Office of Shelby County, Alabama, in Map Book 3,  
Page 82. SUBJECT to restrictive covenants which appears of record in the Probate Office  
of Shelby County, Alabama, in Deed Book 143, page 258.

Commence at the Southeast corner of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 23, Township 21 South,  
Range 1 West, thence run West along the South line of Section 23, a distance of 354.0  
feet; thence turn an angle of 89 deg. 30' to the right and run a distance of 20.0 feet  
to the North margin of an unpaved Street and the point of beginning; thence continue in  
the same direction a distance of 190.0 feet; thence turn an angle of 89 deg. 30' to the  
left and run a distance of 105.0 feet; thence turn an angle of 90 deg. 30' to the left  
and run a distance of 190.0 feet to the North margin of said unpaved street; thence turn  
an angle of 90 deg. 30' to the left and run a distance of 105.0 feet to the point of  
beginning, situated in the SE $\frac{1}{4}$  of SE $\frac{1}{4}$ , Section 23, Township 21 South, Range 1 West.

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BUT THIS IS A PARTIAL RELEASE ONLY, and it is expressly understood and agreed that this Partial Release is given upon the condition that neither this Partial Release nor anything herein contained shall in any wise release, diminish, alter or affect the lien upon the remaining property described in the aforesaid Mortgage, and any and all other security instruments executed by Mortgagor first hereinabove named, and/or any other firms or individuals, to secure said Note, and that this Partial Release is executed without representation, warranty or recourse, express or implied, upon the undersigned.

IN WITNESS WHEREOF, FIRST NATIONAL BANK OF COLUMBIANA  
has caused this Partial Release of Lien to be executed by Ross B. Mullins as President of said Bank, THIS the 21st day of December, 1971.

(CORPORATE SEAL)

FIRST NATIONAL BANK OF COLUMBIANA

(Bank)

ATTEST:

James Stone  
Its Assistant Cashier

By: Ross B. Mullins (L.S.)  
Its President

Signed, sealed and delivered in the presence of:

Lacey Williams  
Witness

Betty Perry  
Witness



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STATE OF ALABAMA

COUNTY OF Shelby

Before me, the undersigned Notary Public in and for the said County, in said State, personally appeared Ross B. Mullins with whom I am acquainted, and who, upon oath, acknowledged himself to be President of First National Bank of Columbiana

, and that he, as such officer, being authorized so to do, executed and delivered the foregoing Partial Release of Lien for the purposes therein expressed, by signing the name of said Bank by himself as said officer.

WITNESS MY HAND and official seal of office in Columbiana Alabama, THIS the 21st day of December, 1971.

My commission expires:  
My Commission Expires January 28, 1974

Patricia L. Dove  
Notary Public

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