

## RELEASE AND SUBSTITUTION OF MORTGAGED PROPERTY

STATE OF ALABAMA

JEFFERSON COUNTY

THIS AGREEMENT made this 10th day of October, 1980 by and between James H. Dunbar and wife, Bethel K. Dunbar (hereinafter called the Mortgagor) and City National Bank of Birmingham, a national banking association, (hereinafter called the Mortgagee):

## WITNESSETH:

WHEREAS, the Mortgagee is the holder of a first mortgage (hereinafter) called the Mortgage), dated July 15, 1977 in the principal sum of Forty Two Thousand Five Hundred Thirty Three and 40/100 dollars (\$42,533.40) and executed by the Mortgagor, covering certain real estate which is fully described therein, which was recorded in the Judge of Probate Office Winston County, State of Alabama, in Real Volume 250, Page 320.

WHEREAS, the Mortgagee, at the request of the Mortgagor, has agreed to give up and surrender the real estate hereinafter described unto the Mortgagor and to hold in substitution thereof the real estate hereinafter describe;

NOW, THEREFORE, the parties agree as follows:

1. The Mortgagee hereby conveys to the Mortgagor the following described real estate which forms part of the mortgaged property:

Lot number 6-A of the John Dooley Wilson Subdivision located in the NW1/4 of Section 13, township 12 South, Range 6 West as per plat of said subdivision recorded in the Office of the Probate Judge of Winston County, Alabama on 12 July 1967 and recorded in Map Book 1, Page 143.

2. For the purpose of securing the payment of the indebtedness and securing the fulfillment of all of the covenants and conditions set forth in the Mortgage, the Mortgagor hereby conveys to the Mortgagee with covenant of general warranty the following described real estate:

From the Southwest corner of the Northeast quarter of the Northwest quarter of Section 10, Township 19 South, Range 1 West, run in a Northerly direction along the West line of said quarter-quarter section for a distance of 328.20 feet to a point of the Northwest right of way line of the new Dunnavant Valley Road, said point being the point of beginning of the parcel herein described; thence continue Northerly along the west line of said quarter-quarter section 116.05 feet to the Southeast right of way line of the Old Dunnavant Valley Road; thence turn an angle of 17 deg. 35' right and run in a Northeasterly direction along said Southeast right of way of said road 210.34 feet; thence turn an angle of 4 deg. 02' left and run Northeasterly along said road right of way 215.12 feet; thence turn an angle of 2 deg. 03' right and run Northeasterly along said road right of way 264.24 feet; thence turn an angle of 5 deg. 43' left and run Northeasterly along said road right of way 140.40 feet; thence turn an angle of 14 deg. 35' right and run Northeasterly along said road right of way 107.72 feet to a point on the North line of said quarter-quarter section; thence turn an angle of 65 deg. 32' right and run along said North line of said quarter-quarter section 228.20 feet, more or less, to the Northwest right of way line of the New Dunnavant Valley Road; thence run in a Southwesterly direction along the Northwest right of way line of said new Dunnavant Valley Road 1125.51 feet, more or less, subject to easements of record. Situated in Shelby County, Alabama.

This instrument prepared this day  
by Jane N. Turman, Vice President,  
City National Bank of Birmingham,  
Birmingham, Alabama

Together with the buildings and improvements thereon, the rents, issues and profits therefrom and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining, including window shades, storm and screen windows and doors, heating, lighting, plumbing, refrigerating and all other fixtures and appliances attached to or used in connection therewith or appurtenant to said real estate.

The Mortgagor warrants the title to said real estate and covenants that it has good right to mortgage and convey the same; that the same are free from all encumbrances, liens, claims or discharges prior to or on a parity with the Mortgagee; that the Mortgagor has a good and perfect title to the same and that the Mortgage is and shall be a first and superior lien against said real estate.

3. The parties agree that all of the properties described in the Mortgage, except for the real estate described in Paragraph 1 hereof, shall continue to secure the indebtedness therein described, and that all of the covenants, terms and provisions of the Mortgage shall be and remain in full force and effect with respect to said properties and shall apply to the properties described in Paragraph 2 herein.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties.

*James H. Dunbar*

James H. Dunbar

*Bethel K. Dunbar*

Bethel K. Dunbar

CITY NATIONAL BANK OF BIRMINGHAM

By: *Jane A. Turman*  
Its: Vice President

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned authority, in and for said County, in said State, hereby certify that ~~xxxxxxxxxxxxxxxxxxxxxxxx~~ Bethel K. Dunbar, whose name ~~is~~ signed to the foregoing conveyance, and who ~~is~~ known to me, acknowledged before me on this day that being informed of the contents of the conveyance, ~~xxx~~ <sup>she</sup> executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 10th day of October, 1980.

*Martha W. Benefield*

Martha W. Benefield  
Notary Public

MY COMMISSION EXPIRES  
MARCH 4, 1983

This instrument prepared this day  
by Jane N. Turman, Vice President,  
City National Bank of Birmingham,  
Birmingham, Alabama

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STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned authority, in and for said County, in said State, hereby certify that James H. Dunbar, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 10th day of October, 1980.

*Robert H. Drier*  
Notary Public

My Commission expires: 7-25-81

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STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
DOCUMENT WAS FILED

1980 OCT 21 AM 10:05

*Robert H. Drier, Jr.*  
Notary Public

*Noty. Tax - 6390*

*Re 450*

*Int. 100*

*6940*