

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

KNOW ALL MEN BY THESE PRESENTS, THAT, for value received the undersigned does hereby release the hereinafter particularly described property from the lien of that certain mortgage executed by the ANNEL CORPORATION, INC., a corporation, to the NATIONAL BANK OF COMMERCE OF BIRMINGHAM, a national banking association, dated July 24, 1979, and recorded in the Probate Office of Shelby County, Alabama, in Real Volume 394, Page 453/456, and for such consideration, the receipt of which is hereby acknowledged the undersigned does hereby release all of its rights, title and interest in and to the following described property in Shelby County, Alabama to wit: and as shown on the right-of-way map of Project No. RS-5936 (102) as recorded in the Office of the Judge of Probate of Shelby County, Alabama:

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An easement to a strip of land necessary for the construction and maintenance of a drainage ditch and being more fully described as follows: Commencing at the north-west corner of the NE $\frac{1}{4}$  of NE $\frac{1}{4}$ , Section 36, T-19-S, R-3-W; thence easterly along the north line of said NE $\frac{1}{4}$  of NE $\frac{1}{4}$  a distance of 682 Feet, more or less, to the southwest property line; thence southeasterly along said southwest property line a distance of 102 feet, more or less, to the point of beginning of the property herein to be conveyed, said point of beginning being on a line which extends from a point that is 72 feet northwesterly of and at right angles to the centerline of construction on Project No. RS-5936(102) at Station 241+60 to a point that is 70 feet northwesterly of and at right angles to said centerline of construction at Station 241+90; thence northeasterly along said line a distance of 20 feet, more or less, to said point that is 70 feet northwesterly of and at right angles to said centerline of construction at Station 241+90; thence southeasterly and at right angles to said centerline of construction a distance of 32 feet, more or less, to the present northwest right-of-way line of Alabama Highway No. 261; thence southwesterly along said present northwest right-of-way line a distance of 15 feet more or less, to the southwest property line; thence northwesterly along said southwest property line a distance of 33 feet, more or less, to the point of beginning.

Said strip of land lying in the NE $\frac{1}{4}$  of NE $\frac{1}{4}$ , Section 36, T-19-S, R-3-W and containing 0.013 acre, more or less.

Also a temporary easement to a strip of land necessary for construction and being more fully described as follows: Beginning at a point that is 40 feet north westerly of and at right angles to the centerline on Construction on Project No. RS-5936(102) at Station 241+90; thence North-easterly along a line a distance of 50 feet, more or less, to a point that is 40 feet northwesterly of and at right angles to said centerline of construction at Station 242+40.79; thence N 56° 40' 24" E, parallel with said centerline of construction a distance of 136 feet, more or less, to the northeast property line; thence southeasterly along said northeast property line a distance of 12 feet, more or less, to the present northwest right-of-way line of Alabama Highway No. 261; thence southwesterly along said present northwest right-of-way line a distance of 185 feet, more or less, to a point that is northwesterly of and at

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right angles to said centerline of construction at Station 241+90; thence northwesterly along a line a distance of 1 foot, more or less, to the point of beginning.

Said strip of land lying in the Ne $\frac{1}{4}$  of NE $\frac{1}{4}$ , Section 36, and the SE $\frac{1}{4}$  of SE $\frac{1}{4}$ , Section 25, T-19-S, R-3-W and containing 0.036 acre, more or less.

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 the property described in and secured by said mortgage. The undersigned is now the owner of said mortgage and all of the unpaid notes secured thereby.

IN TESTIMONY WHEREOF, the undersigned has caused its name to be subscribed hereto by its proper Officer who is thereunto duly authorized on this the 10th day of February, 1983.

NATIONAL BANK OF COMMERCE OF BIRMINGHAM  
a National Banking Association

BY: Steven D. Erickson  
Steven D. Erickson

ITS: Vice President

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STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Steven D. Erickson, whose name as Vice President of National Bank of Commerce, 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 association.

Given under my hand and official seal this the 10th day of February, 1983.

Ausie B. Collier  
Notary Public

MY COMMISSION EXPIRES MAY 8, 1984

1983 FEB 21 PM 1:40

James A. [unclear]  
JUDGE OF PROBATE

Dec 3.00  
Jud 1.00  
4.00