

PARTIAL RELEASE OF MORTGAGE

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, THAT:

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations to it in hand paid, the receipt whereof is hereby acknowledged, the undersigned First Federal Savings and Loan Association of Jasper, does hereby release and discharge from the lien of that certain mortgage executed by Martin Muller, dated January 3, 1978, recorded in Mtg. Book 373, Page 168, Probate Office of Shelby County, Alabama, the following described property.

Real Estate as described on attached Exhibit "A" which is incorporated as a part hereof as if set out in full

It being distinctly understood, however, that all other property in said mortgage described and conveyed, shall be and continue to remain in all respects to said mortgage, and that all the covenants and undertakings of the said mortgage and the note thereby secured shall continue in full force and effect, and the said First Federal Savings and Loan Association of Jasper, shall continue to have all rights and powers granted to it under said mortgage, except as to the above described premises.

IN WITNESS WHEREOF, the undersigned, has caused these presents to be executed by Edward A. Davidson, its Assistant Vice President, duly authorized thereto, on this 4th day of October, 1984.

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF JASPER

BY: Edward A. Davidson
ITS: Assistant Vice President

Colonial Bank of Al.


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FILED
OCT 10 1984
SHELBY COUNTY, ALA.

STATE OF ALABAMA)
)
COUNTY)

I, the undersigned authority, a Notary Public, in and for said County and State, hereby certify that Edward A. Davidson, whose name as Assistant Vice President of First Federal Savings and Loan of Alabama, 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 the conveyance, 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 4th day of October,
1984.



Notary Public

My Commission Expires December 16, 1985

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Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
Richmond, Virginia

SCHEDULE A cont'd.

LEGAL DESCRIPTION:

Commence at the Northeast corner of the NE 1/4 of Section 32, Township 19 South, Range 1 East, Shelby County, Alabama and run South along the East line of said 1/4-1/4 Section 626.27 feet to a point of intersection with a line which is 38 feet Northwesterly of the South line of the Pipeline easement; thence Southwesterly and parallel to the South line of said pipeline easement 1345.31 feet to point of beginning; thence continue along last described course for a distance of 304.36 feet; thence an angle to the right of 107 degrees 40 minutes 17 seconds and run Northerly 697.95 feet; thence an angle to the right of 90 degrees 00' and run Easterly 290.00 feet; thence an angle to the right of 90 degrees 00' and run Southerly 605.56 feet to the point of beginning.

"The acreage sold shall be conveyed by metes and bounds description which shall extend to the center of the road. Said road is a private road and is not dedicated as a public highway or street. The conveyance by which title will be transferred to purchaser shall create a right-of-way easement granting the rights of ingress and egress to the adjoining plots of land bordering said private road. The easement thus created shall be a perpetual easement appurtenant to and for the benefit of the adjoining land and purchaser hereby agrees that he will be bound by the terms thereof. Purchaser will be required to and agrees to repair and maintain the road by contributing his proportionate share of the total cost thereof in order to maintain accessibility to all acres bordering said private road. Purchaser's proportionate share shall be prorated according to the number of acres one has in proportion to the total number of acreages served by said road.

This covenant to repair shall run with the land, and the cost of maintenance and repair of said road shall be a charge on the land in whosoever hands it shall be at the time of such maintenance or repair."

STATE OF ALABAMA
INSTRUMENTS
1984 OCT 17 AM 11:10

Rec 750
Ind. 100
850

[Signature]
J. H. HARRIS

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