

1444
PARTIAL RELEASE OF MORTGAGE

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That for VALUE RECEIVED, the undersigned CENTRAL STATE BANK, a corporation, does hereby release its portion of the lien of that certain mortgage recorded in Mortgage Book 040 on Page 663, in the name of Marvin E. Hall and wife, Mary E. Hall in the office of the Probate Judge of Shelby County, Alabama, a copy of which mortgage is hereby attached and made a part of this release.

IN WITNESS WHEREOF, CENTRAL STATE BANK, a corporation, has caused these presents to be executed for it and in its name and behalf by William M. Schroeder, its President and Chairman, and attested and its corporate seal affixed, this 26th day of September, 19 85.

BOOK 042 PAGE 933

ATTEST:

CENTRAL STATE BANK

Lawrence Robinson

By: William M. Schroeder
Its: President and Chairman

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William M. Schroeder, whose name as President and Chairman, of CENTRAL STATE BANK, a corporation, 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 the release, 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 the 26th day of September, 19 85.

Carol Lowrey
Notary Public
My commission expires _____

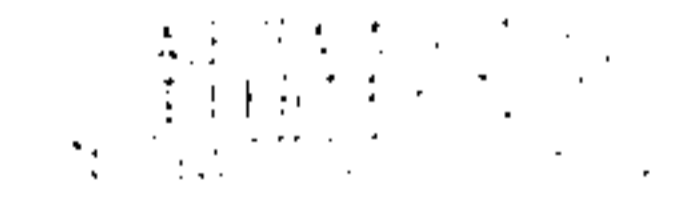
SEAL

Mrs. Lois Blackmon
P. O. Box 309
Alabaster, AL 35007

...mortgagee, with costs, if any, payable to said mortgagee, in mortgagee's interest, any appeal, suit or promptly collect said policies, or the removal of said policies to said mortgagee; and he and signed shall to keep said property insured as above specified, or fail to deliver said insurance policies to said mortgagee, then the said mortgagee, or assigns, may at mortgagee's option insure said property for said sum, for mortgagee's own benefit. The policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said mortgagee for taxes, assessments or insurance, shall bear a debt of said mortgagee or assigns, additional to the debt hereby specifically secured, and shall be covered by this mortgage, and bear interest from date of payment by said mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said mortgagor pays said indebtedness, and reimburses said mortgagee or assigns for any amounts mortgagee may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the duty of said indebtedness shall be deemed to be in default, and the mortgagee, or assigns, or the mortgagee, agent or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said county and State, sell the same in lots or parcels or on lease as mortgagee, agent or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; second, to the payment of any amounts that may have been expended, or that it may be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and fourth, the balance, if any, to be turned over to the said mortgagee and undersigned further agree that said mortgagee, agent or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt thereby secured.


IN WITNESS WHEREOF the undersigned have hereunto set his/hers/their signature(s) and seal(s), this 6th day of September, 1985.


Rec. 10500
Marvin E. Hall (SEAL)
Rec. 100
Marvin E. Hall
Ind. 100
Mary E. Hall (SEAL)
111 00
Mary E. Hall

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Marvin E. Hall and wife, Mary E. Hall whose names in/and/or are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6th day of September, 1985.


STATE OF ALA. SHELBY CO.
Notary Public
I CERTIFY THIS INSTRUMENT WAS FILED
1985 SEP 30 PM 1:39
Rec. 750
Ind. 100
850
JUDGE OF PROBATE

BOOK 042 PAGE 300