

STATE OF ALABAMA)

SHELBY COUNTY)

569

PARTIAL MORTGAGE RELEASE

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the undersigned, FIRST COMMERCIAL BANK, is the owner and holder of that certain mortgage executed by Terry Keith Martin and Julia H. Martin, as shown by mortgage recorded in ~~Realx~~ ^{Book} ~~Volume~~ ⁰⁷⁷, at Page 416, in the Office of the Judge of Probate of Shelby County, Alabama, and

WHEREAS, the undersigned holder desires to release the hereinafter particularly described portion of the property from the lien of the indebtedness described in said mortgage;

NOW, THEREFORE, in consideration of One Thousand One and 40/100 Dollars (\$1,001.40) and other good and valuable consideration, FIRST COMMERCIAL BANK, does hereby release, remise and quitclaim unto Terry Keith Martin and Julia H. Martin, the present owners of the property described in said mortgage, all the right, title and interest of FIRST COMMERCIAL BANK, in and to the following described real estate situated in Shelby County, Alabama, to-wit:

A parcel of land situated in the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 13, Township 22 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at an existing 2 $\frac{1}{2}$ " pipe at the NW corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 13, Township 22 South, Range 3 West and run in an easterly direction along the north line of said $\frac{1}{4}$ section for a distance of 32.48 feet to an existing fence line, thence turn an angle to the right of 88°-44'-55" and run in a southerly direction for a distance of 598.55 feet, thence turn an angle to the right of 91°-15'-05" and run in a westerly direction for a distance of 16.11 feet to an existing 2 $\frac{1}{2}$ " capped pipe on the west line of aforementioned $\frac{1}{4}$ section, thence turn an angle to the right of 87°-11' and run in a northerly direction along said west line of said $\frac{1}{4}$ section for a distance of 599.13 feet to the point of beginning said parcel containing 0.3338 acres more or less.

But it is expressly understood and agreed that this partial release shall in no way and to no extent whatever, affect the lien of said mortgage as to the remainder of the property described in and secured by the said mortgage. FIRST COMMERCIAL BANK warrants that it is the owner of said mortgage and all of the unpaid notes secured thereby.

First Commercial Bank

TO HAVE AND TO HOLD the same unto the said Terry Keith Martin and Julia H. Martin, their successors and assigns forever.

IN WITNESS WHEREOF, FIRST COMMERCIAL BANK, has caused this instrument to be executed on this the 26 day of DECEMBER, 1986.

FIRST COMMERCIAL BANK

BY: [Signature]
ITS VICE PRESIDENT

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STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, in and for said County, in said State, hereby certify that Benny M. LaRossa, Jr., whose name as Vice President of FIRST COMMERCIAL BANK, whose name 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, and in his capacity as aforesaid, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 26th day of December, 1986.

Elaine D. Moore
NOTARY PUBLIC

My Commission Expires October 23, 1989



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

1987 FEB -6 PM 2:07

1. Recording Fee	<u>5.00</u>
2. Indexing Fee	<u>1.00</u>
TOTAL	<u>6.00</u>

Thomas A. Scarborough, Jr.
JUDGE OF PROBATE