

1721

6.00

**PARTIAL MORTGAGE RELEASE**

STATE OF ALABAMA  
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, that whereas, Mulberry Landing, Inc. executed a mortgage to First National Bank of

Columbiana on the 27th day of February

1986, which is recorded in ~~XXXXXX~~ Real Book 062, Page 745 in the Probate Office of Shelby County, Alabama:

Whereas, Mulberry Landing, Inc. desires to pay the sum of Sixteen thousand Five Hundred and no /100-- Dollars to said First National Bank of Columbiana on said mortgage and to have the land described below released from said mortgage and said First National Bank of Columbiana desires to accept said consideration for the releasing of said property and agrees to release said land from said mortgage:

Now, therefore, the undersigned First National Bank of Columbiana

in consideration of Sixteen Thousand Five Hundred and no/100----- Dollars, being

paid to said First National bank of Columbiana

in hand paid by the said Mulberry Landing, Inc.

the receipt whereof is hereby acknowledged, does hereby release, remise and quit claim unto the

said Mulberry Landing, Inc.

all the right, title and interest acquired under said mortgage in and to that part of the premises conveyed therein, and described as follows, to-wit:

Parcel No. 8, Mulberry Landing Estates, a metes and bounds parcel on Lay Lake in Shelby County, Alabama, described as follows: Commence at the Southwest corner of Section 25, Township 24 North, Range 15 East, Shelby County, Alabama and run thence North 88 deg. 00 min. 40 sec. East along the South line of said Section a distance of 1872.09 feet to a point; thence North 1 deg. 59 min. 20 sec. West a distance of 129.59 feet to the point of beginning; thence North 0 deg. 37 min. 00 sec. East a distance of 578.47 feet to a point on the Southerly right of way line of a 60 foot wide road and being in a curve to the left having a central angle of 3 deg. 25 min. 08 sec. a radius of 486.74 feet, a chord bearing South 74 deg. 10 min. 09 sec. East a chord distance of 29.04 feet to the P.T. of said curve; thence South 75 deg. 52 min. 43 Sec. East, continuing along said Southerly right of way line a distance of 43.26 feet to the P.C. of a curve to th left having a central angle of 9 deg. 38 min. 13 sec., a radius of 180.00 feet, a chord bearing South 80 deg. 41 min. 51 sec. East, a chord distance of 30.24 feet to a point; thence South 0 deg. 37 min. 00 sec. West a distance of 554.44 feet to a point on the North bank of Lay Lake; thence South 89 deg. 37 min. 00 sec. West along said North Bank a distance of 100.00 feet to the point of beginning; being situated in Shelby County, Alabama. Mineral and Mining rights excepted.

BOOK 147 PAGE 197

TO HAVE AND TO HOLD to the said Mulberry Landing, Inc.

and to its, their, our successors and assigns forever.

It is understood and agreed that this release shall not in any way impair or affect the right of the said mortgagee to hold the remainder of the premises conveyed in said mortgage and not hereby released as security for that part of the mortgage indebtedness remaining unpaid on said mortgage.

IN WITNESS WHEREOF, the Grantor First National Bank of Columbiana

has hereunto set its hands and seals this the 17th day of August, 1987.

First National bank of Columbiana

BY J. D. Wyatt  
AS ITS Sr. V.P.

STATE OF ALABAMA }  
SHELBY COUNTY }

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that J. D. Wyatt whose name as Sr. Vice President of First National Bank of Columbiana is signed to this instrument, and who is known to me acknowledged before me on this day that, being informed of the contents of said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation (bank).

Given under my hand and official seal this 17th day of August, 1987.

Vicki N. Smith  
Notary Public

My Commission Expires June 10, 1990

STATE OF ALABAMA }  
SHELBY COUNTY }

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_ whose name(s) \_\_\_\_\_ signed to the foregoing conveyance, and who \_\_\_\_\_ known to me acknowledged before me on this day, that being informed of the contents of this instrument, \_\_\_\_\_ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1987 AUG 21 PM 4:03

Thomas W. Lawrence, Jr.  
JUDGE OF PROBATE

RECORDING FEES	
Recording Fee	\$ <u>500</u>
Index Fee	<u>100</u>
<b>TOTAL</b>	<b>\$ <u>600</u></b>

BOOK 147 PAGE 198