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This instrument prepared by: First General Service(s) Corp. P. O. Box 3205 Jasper, AL 35502-3205

RELEASE AND SUBSTITUTION OF MORTGAGED PROPERTY

STATE OF ALABAMA COUNTY OF WALKER

THIS AGREEMENT made this 18TH day of SEPTEMBER, 1987, by and between ROBERT P. FALLS AND WIFE JACQUELINE O. FALLS, (hereinafter called the "Mortgagor"), and FIRST FEDERAL OF ALABAMA F.S.B. (formerly known as FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ALABAMA, formerly known as FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF JASPER),

WITNESSETH:

WHEREAS, the Mortgagee is the holder of a first mortgage (hereinafter called the "Mortgage"), dated DECEMBER 18, 1986, in the principal sum of \$70,000.00 (SEVENTY THOUSAND AND NO/100), executed by the Mortgagor, covering certain real estate more particularly described therein, said Mortgage recorded in Volume 107, Page 853, in the Office of the Judge of Probate of SHELBY County, Alabama;

NOW THEREFORE, for value received, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Mortgagee hereby conveys to the Mortgagor the following described real estate which forms a part of the mortgaged property, to-wit:

A PARCEL OF LAND LOCATED IN THE NW1/4 SE 1/4, SECTION 6, TOWNSHIP 20 SOUTH, RANGE 3 WEST MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NW CORNER OF THE NW 1/4 SE 1/4 SECTION 6, TOWNSHIP 20 SOUTH, RANGE 3 WEST; THENCE IN AN EASTERLY DIRECTION ALONG THE NORTH LINE OF SAID 1/4 1/4 SECTION, A DISTANCE OF 797.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG LAST DESCRIBED COURSE A DISTANCE OF 55.00 FEET; THENCE 98 DEGREES 13 MINUTES 03 SECONDS RIGHT IN A SOUTHWESTERLY DIRECTION, A DISTANCE OF 130.13 FEET; THENCE 81 DEGREES 46 MINUTES 57 SECONDS RIGHT IN A WESTERLY DIRECTION, A DISTANCE OF 130.63 FEET; THENCE 126 DEGREES 11 MINUTES 35 SECONDS RIGHT IN A NORTHEASTERLY DIRECTION, A DISTANCE OF 159.58 FEET TO THE POINT OF BEGINNING, CONTAINING 0.27 ACRES.

2. For the purpose of securing the payment of the indebtedness and securing the fulfillment of all of the covenants and conditions set forth in the Mortgage, the Mortgagor hereby conveys to the Mortgagee with covenant of general warranty the following described real estate, to-wit:

A PARCEL OF LAND LOCATED IN THE NW 1/4 SE 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 3 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NW CORNER OF SAID 1/4 1/4 SECTION; THENCE IN AN EASTERLY DIRECTION ALONG THE NORTH LINE OF SAID 1/4 1/4 SECTION, A DISTANCE OF 1,136.08 FEET TO A POINT ON THE NORTHWEST R/W LINE OF SOUTH SHADES CREST ROAD; THENCE 126 DEGREES 11 MINUTES 35 SECONDS RIGHT IN A SOUTHWESTERLY DIRECTION, AND ALONG SAID R/W LINE, A DISTANCE OF 159.58 FEET TO THE POINT OF BEGINNING; THENCE 2 DEGREES 15 MINUTES 35 SECONDS LEFT IN A SOUTHWESTERLY DIRECTION, A DISTANCE OF 135.00 FEET; THENCE 83 DEGREES 18 MINUTES 33 SECONDS RIGHT IN A NORTHWESTERLY DIRECTION, A DISTANCE OF 155.43 FEET; THENCE 70 DEGREES 58 MINUTES 30 SECONDS RIGHT IN A NORTHEASTERLY DIRECTION, A DISTANCE OF 41.28 FEET; THENCE 81 DEGREES 46 MINUTES 57 SECONDS RIGHT IN AN EASTERLY DIRECTION, A DISTANCE OF 207.65 FEET TO THE POINT OF BEGINNING CONTAINING 0.34 ACRES.

Together with the buildings and improvements thereon, the rents, issues and profits there from and the rights, roads, rights-of-way, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining, including, but not limited to chattels attached to or used in connection therewith or appurtenant to said real estate.

The Mortgagor warrants the title to said real estate and covenants that is has good right to mortgage and convey the same; that the same is free from all encumberances, liens, claims or discharges prior to or on a parity with the Mortgagee; that the Mortgagor has a good and perfect title to the same and that the Mortgagor is and shall be a first and superior lien against said real estate.

3. The parties hereto agree that all of the properties described in the Mortgage, except that portion as described in Paragraph 1 hereof, shall continue to require the indebtedness therein described, and that all of the covenants, terms of conditions, and provisions of the Mortgage shall be and remain in full force and effect with respect to said properties and shall apply to the properties described in Paragraph 2 herein.

IN WITNESS WHEREOF, the agreement has been duly executed by the parties, on the day aforementioned.

Lobent Jalo A. (L.S.)

Jarquelin O- Jall (L.S.)

MORTGAGORS

FIRST FEDERAL OF ALABAMA F.S.B.

(formerly known as First Federal Savings and Loan Association of Alabama, formerly known as First Federal Savings and Loan of Jasper)

By Mary So Stunter.

*By Power of Attorney recorded in Volume 56, at Page 63.

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that ROBERT P. FALLS and JACQUELINE O. FALLS, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18th day of September, 1987.

Penny D. Hopson Notary Public

STATE OF ALABAMA COUNTY OF WALKER

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that MARY JO GUNTER whose name, as Attorney in Fact for First Federal of Alabama F.S.B., formerly known as First Federal Savings and Loan Association of Alabama, formerly known as First Federal Savings and Loan Association of Jasper, 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 said instrument, she as such Attorney in Fact, executed the same contents of said instrument, she as such Attorney in Fact, executed the same voluntarily on the day the same bears date in her capacity as aforesaid.

Given under my hand and official seal, this the 18th day of September,

1987.

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Carmen a Sparks

STATE OF ALA, SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILTED

My Commission Expires November 3, 1989

1987 SEP 23 AN 8 42

JUDGE OF PROBATE

RECORDING FEES
Recording Fee \$ 7.50

Index Foe 1.00
TOTAL \$8.50