

STATE OF ALABAMA)
SHELBY COUNTY)

PARTIAL MORTGAGE RELEASE

KNOW ALL MEN BY THESE PRESENTS, that, whereas, F. Richard Fogle and Anna Carol Fogle, as Mortgagors, did heretofore execute a certain mortgage on, to-wit: the 9th day of September, 1987, to National Bank of Commerce, as Mortgagee, which said mortgage is recorded in Mortgage Book 150 at page 841, Office of Judge of Probate of Shelby County, Alabama, said mortgage conveying the real estate as described therein as security for the payment of an indebtedness designated in said mortgage, and,

WHEREAS, said Mortgagee desires to release from said mortgage a portion of said real estate which was security for the payment of the indebtedness designated in said mortgage.

NOW THEREFORE, said Mortgagee, for and in consideration of these premises, and for and in consideration of the further sum of One and No/100 (\$1.00) Dollars to him in hand paid, the receipt whereof is hereby acknowledged, does hereby release and discharge from the terms and conditions of said mortgage designated above, and from the encumbrances of said mortgage, the following described land, located in Shelby County, Alabama, to-wit:

A parcel of land situated in the North 1/2 of Section 9, Township 21 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows: Commence at the SE corner of the NW 1/4 of the NE 1/4 of said Section 9; thence Westerly along the South line of said 1/4-1/4 Section a distance of 248.51 feet; thence 37 deg. 09 min. 22 sec. right 1,435.94 feet to the point of beginning; thence continue along last stated course 427.61 feet; thence 100 deg. 08 min. 56 sec. right 686.79 feet to a point on the center line of a private drive; thence 84 deg. 00 min. 43 sec. right, 43.05 feet to a point on the center line of said private drive; thence 16 deg. 49 min. 49 sec. left, 27.00 feet to a point on the center line of said private drive; thence 85 deg. 22 min. 39 sec. right 719.13 feet to the point of beginning.

There exists a 30 foot easement for the purpose of ingress, egress, and utilities along the Northeasterly boundary of said parcel, and a 60 foot easement for the purpose of ingress, egress and utilities between said parcel and the public road along the existing drive.

All being situated in Shelby County, Alabama.

Mineral and mining rights excepted.

It is understood that the above designated mortgage is separately and severally preserved in full force and effect in all of its original terms and conditions as to the balance of remainder of the lands described in said mortgage and not herein specifically described, and which have not heretofore been specifically released from the terms and provisions of said mortgage.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 21 day of September, 1987. STATE OF ALA. SHELBY CO. NATIONAL BANK OF COMMERCE

I CERTIFY THIS
INSTRUMENT WAS FILED

1987 SEP 23 AM 9 05 David W. Farr (Seal)
Mortgagee

STATE OF ALABAMA)
SHELBY COUNTY)

Thomas A. Lawrence
JUDGE OF PROBATE

RECORDING FEES
Recording Fee \$ 2.50
Index Fee 1.00
TOTAL \$ 3.50

Before me, the undersigned authority, in and for said County, in said State, personally appeared David W. Farr, who being known to me and being by me first duly sworn, under oath, states that the facts set forth in the foregoing are true and correct, according to the best of his knowledge, information and belief.

Given under my hand and official seal this 21 day of September, 1987.

This instrument was prepared by
National Bank of Commerce
P. O. Box 10686
Birmingham, Ala. 35202

Nancy A. Cowart
Notary Public

MY COMMISSION EXPIRES JULY 7, 1991