

STATE OF ALABAMA)

SHELBY COUNTY)

1321

PARTIAL RELEASE OF PROPERTY FROM MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that in consideration of FIFTY SEVEN THOUSAND NINE HUNDRED EIGHTEEN and 17/100 DOLLARS (\$57,918.17) in hand paid by Clayton-Bailey Properties to First Commercial Bank, Mortgagee, receipt and sufficiency whereof is hereby acknowledged, First Commercial Bank, does hereby release and forever discharge from the lien of the following mortgages and amendment thereto:

- (i) Mortgage recorded at Real Volume 50, Page 343;
- (ii) Mortgage Recorded at Real Volume 76, Page 386;
- (iii) First Amendment recorded in Real Volume 109, Page 80;
- (iv) Second Amendment Recorded in Real Volume 168 Page 215,

("Mortgages") in the Office of the Judge of Probate of Shelby County, Alabama, the real estate described hereinbelow:

A parcel of land situated in the south half of the Northwest Quarter of the Southwest Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, said parcel being more particularly described as follows:

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Commence at the Northwest Corner of the Northwest Quarter of the Southwest Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence proceed South 0°19'52" West along the west line of said Northwest Quarter of the Southwest Quarter, 654.74 feet to a point; thence proceed South 87°49'10" East 883.14 feet to an iron pin set, said point being the POINT OF BEGINNING; thence continue along previous course, bearing South 87°49'10" East, 115.00 feet to an iron pin set; thence proceed South 2°08'18" West 164.89 feet to an iron pin set; same being the point of curvature of a non-tangent curve to the left having a radius of 92.72 feet; thence along said curve an arc distance of 24.95 feet North 78°26'07" West, a chord distance of 24.88 feet to the point of tangent ; thence proceed North 87°57'28" West 90.46 feet to an iron pin set; thence proceed North 02°08'18" East, 161.05 feet to the POINT OF BEGINNING.

It is expressly understood and agreed that this Partial Release shall in no wise and to no extent whatever affect the lien of the Mortgages as to the remainder of the real estate described in and secured by the Mortgages.

IN WITNESS WHEREOF, the undersigned, First Commercial Bank, by and through its duly authorized officer, has executed this Agreement this 19th day of January, 1988.

FIRST COMMERCIAL BANK

By:

Its:

Kenneth E. Little, Jr.
Vice President

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said state, hereby certify that Kenneth E. Little, Jr. whose name as Vice President of First Commercial Bank, organized and existing under the laws of the United States of America, is signed to the foregoing instrument and who is known to me, acknowledged before me on this date, that being informed of the contents of such instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation on the day the same bears date.

Given under my hand and seal this 19th day of January, 1988.

Mary K. Rumbaugh
NOTARY PUBLIC

My Commission Expires: November 20, 1991

4464I

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

88 JAN 21 AM 8:34

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

RECORDING FEES

Recording Fee \$ 5.00

Index Fee 4.00

TOTAL \$ 9.00