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STATE OF ALABAMA)

COUNTY OF SHELBY)

RELEASE OF MORTGAGE AND SUBSTITUTION OF SECURITY

This Release of Mortgage and Substitution of Security made this 29th day of April, 1988, by and between SouthTrust Bank of Alabama, National Association (herein "Bank") and Applegate Realty, Inc. (herein "Applegate").

R E C I T A L S

WHEREAS, Applegate is the fee owner of Lots 96 and 98, Applegate Manor, which are more particularly described on Exhibit "A" attached hereto and incorporated by reference herein (herein "Lot 96") and Exhibit "B" attached hereto and incorporated by reference herein (herein "Lot 98").

WHEREAS, Bank holds a Mortgage (herein the "Mortgage") securing a Note (herein the "Note") which Mortgage encumbers in a first lien status Lot 96 together with another lot (herein the "Other Lot") in Applegate Manor, said Mortgage being recorded in Real 175, Page 482 in the Office of the Judge of Probate, Shelby County, Alabama.

WHEREAS, Applegate is desirous of conveying Lot 96 to Janet A. Robinette (herein "Janet") free and clear of the Mortgage in return for Janet's conveyance to Applegate of Lot 93, Applegate Manor (herein "Lot 93") which is more particularly described on Exhibit "C" attached hereto and incorporated by reference herein. Applegate will then convey Lot 93 to Berry, use the proceeds of the sale to Berry to pay off the existing mortgage to National Bank of Commerce encumbering Lot 98 and grant Bank a first lien

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Cahaba Title

on the said Lot 98.

WHEREAS, Bank has agreed to release the Note and Mortgage as they apply to Lot 96 so long as the Note and Mortgage apply to Lot 98 as a first lien together with the Other Lot.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

1. Bank hereby releases Lot 96 in full from the lien of the Mortgage and fully discharges Lot 96 from the Note. *AS RECORDED IN REAL 175, PAGE 482, PROBATE OFFICE OF SHELBY COUNTY, AL.* *RHC.*

2. In consideration of the Note and in order to secure the same, and any other indebtedness or obligation of Applegate to Bank, whether as principal debtor, endorser, guarantor or otherwise, whether now existing or hereafter incurred, Applegate hereby grants, bargains, sells and conveys to Bank Lot 98 (the "Premises") as described on Exhibit "B" attached hereto and incorporated by reference herein.

TO HAVE AND TO HOLD, together with all and singular the rights, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, unto Bank, its successors or assigns, in fee simple, upon the exact terms and conditions of the Mortgage and the Note. And Applegate, for itself, its successors and assigns, does hereby covenant with Bank that it is lawfully seized in fee of the said premises; that it has a good right to sell and convey the same; that said premises are free

from encumbrance; and that it warrants and will forever defend the title to said premises against the lawful claims and demands of all parties whomsoever.

3. The parties acknowledge that the express purpose of this document is to simply substitute Lot 98 for Lot 96 as the same relates to the Mortgage and the Note and hereafter, the Mortgage and Note shall not apply to Lot 96 but shall apply to Lot 98 and the Other Lot and further that all terms, conditions and provisions of the Mortgage as originally written and the Note as originally written shall (in addition to applying to the Other Lot) apply to Lot 98.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 29th day of April, 1988.

SOUTHTRUST BANK OF ALABAMA,
National Association

BY:

David L. Miller
Its Vice President

APPLEGATE REALTY, INC.

BY:

Randall H. Hays
Its President

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STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that David L. Nolen, as Vice President of SouthTrust Bank of Alabama, National Association, is signed to the foregoing conveyance 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, executed the same voluntarily for and as the act of the said SouthTrust Bank of Alabama, National Association.

Given under my hand and seal on this 29th day of April, 1988.

Helen Martin
Notary Public

My Commission Expires Feb. 13, 1990

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Randall H. Goggans, as President of Applegate Realty, Inc., is signed to the foregoing conveyance 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, executed the same voluntarily for and as the act of the said Applegate Realty, Inc.

Given under my hand and seal on this 29th day of April, 1988.

Thomas R. Sisk
Notary Public

My Commission Expires November 12, 1989

EXHIBIT 'A'
SOUTHWEST BANK OF ALABAMA;
APPLEGATE REALTY, INC.

Lot 96, according to the Resurvey of Lots 1 through 64, 89 through 104, and A through C, of Applegate Manor, as recorded in Map Book 10 page 25 in the Probate Office of Shelby County, Alabama; together with all of the rights, privileges, easements and appurtenant ownership interest in and to premises previously conveyed by Applegate Realty, Inc., by deed recorded in Real 65 page 201 in the Probate Office of Shelby County, Alabama, and more fully defined in the Declaration of Covenants Conditions and Restrictions of Applegate Townhouse, as recorded in Real 63 page 634 in said Probate Office; being situated in Shelby County, Alabama.

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EXHIBIT 'B'
SOUTHWEST BANK OF ALABAMA;
APPLIGATE REALTY, INC.

Lot 98, according to the Resurvey of Lots 1 through 64, 89 through 104, and A through C, of Applegate Manor, as recorded in Map Book 10 page 25 in the Probate Office of Shelby County, Alabama; together with all of the rights, privileges, easements and appurtenant ownership interest in and to premises previously conveyed by Applegate Realty, Inc., by deed recorded in Real 65 page 201 in the Probate Office of Shelby County, Alabama, and more fully defined in the Declaration of Covenants, Conditions and Restriction of Applegate Townhouse, as recorded in Real 63 page 634 in said Probate Office; being situated in Shelby County, Alabama.

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EXHIBIT C
SOUTHWEST BANK OF ALABAMA;
APPLEGATE REALTY, INC.

Lot 93, according to a Resurvey of Lots 1 through 64, 89 through 104 and A through C, of Applegate Manor, as recorded in Map Book 10 page 25, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama; together with all of the rights, privileges easements and appurtenant ownership interest in and to premises previously conveyed by Applegate Realty, Inc. to the Applegate Townhouse Association, Inc., by deed recorded in Real 65 page 201 in the Probate Office of Shelby County, Alabama, and more fully defined in the Declaration of Covenants, Conditions and Restrictions of Applegate Townhouse, recorded in Real 63 page 634 in Probate Office of Shelby County, Alabama; all being situated in Shelby County, Alabama

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STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED
80 JUL -3 AM 11:12

Thomas J. McNamee, Jr.
JUDGE OF PROBATE

RECORDING FEES	
Recording Fee	\$ 17.50
Index Fee	1.00
TOTAL	18.50