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STATE OF ALABAMA)
)
SHELBY COUNTY)

PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of Ten Dollars (\$10.00) and other valuable considerations to the undersigned, AmSouth Bank N.A., the undersigned, does hereby release and discharge from the lien and operation of that certain mortgage executed in favor of it by 119 Properties, Ltd., recorded in the Probate Office of Shelby County, Alabama, in Real Book 251, page 57, as amended by First Amendment recorded in Real Book 263, page 301, the parcel of land described on Exhibit A attached hereto and made a part hereof.

It is understood, however, that the execution of this partial release shall in no way operate to release or impair the lien or security of said mortgage upon the property remaining subject thereto.

IN WITNESS WHEREOF, AmSouth Bank N.A. has caused these presents to be executed this 1st day of December, 1989, by its duly authorized officer.

AMSOUTH BANK N.A.
By: Arthur J. Sharkey, II
Its Assistant Vice President

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, Notary Public, in and for said County in said State, hereby certify that Arthur J. Sharkey, II as Asst Vice President of AmSouth Bank N.A., a national banking association, 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 the instrument, he as such officer and with full authority executed the same voluntarily on the day the same bears date for and as the act of said banking association.

Arthur J. Sharkey, II

Given under my hand and official seal this 15th day of
December, 1989.

Kay K. Bains
Notary Public

My Commission Expires:

10/16/92

This instrument prepared by:

Kay K. Bains
CABANISS, JOHNSTON, GARDNER,
DUMAS & O'NEAL
1900 AmSouth-Sonat Tower
P. O. Box 830612
Birmingham, Alabama 35283-0612
(205) 252-8800

EXHIBIT A

PARCEL I

Part of Block 4, of Cahaba Valley Park North as recorded in Map Book 13 page 140 in the Probate Office of Shelby County, Alabama, more particularly described as follows:
 Begin at P. T. Station 21 + 32.44 on the Northerly right of way line of Cahaba Valley Parkway; thence run Northwesterly along said right of way line for 515.0 feet; thence 90 deg. 00 min. right and run Northerly for 311.76 feet; thence 60 deg. 14 min. right and run Northeasterly for 1,049.77 feet to a point on the Westerly right of way line of Cahaba Valley Parkway; thence 104 deg. 07 min. 30 sec. right to become tangent to a curve to the left, said curve having a radius of 1,419.64 feet; thence run Southeasterly along the arc of said curve and along said right of way line for 281.53 feet to the end of said curve, said point being further identified as P. C. Station 13 + 54.43 on the Westerly right of way line of said Cahaba Valley Parkway; thence at tangent to said curve run Southeasterly along said right of way line for 214.33 feet; thence 87 deg. 14 min. 14 sec. right and run Southwesterly for 509.03 feet; thence 35 deg. 13 min. 39 sec. left and run Southwesterly for 161.67 feet to a point on the Northeasterly right of way line of Cahaba Valley Parkway; thence 90 deg. 00 min. right to become tangent to a curve to the left, said curve having a radius of 202.39 feet; thence run Northwesterly along the arc of said curve and along said right of way line for 88.33 feet to the point of beginning. Said parcel of land being a part of the West 1/2 of the NE 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama.

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

89 DEC -4 AM 8:16

Thomas A. Snowling, Jr.
 JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mfg. Tax	\$	7.50
		4.00
		1.00
		12.50

PARCEL II: A slope easement for fill spillage, said easement being twelve feet (12') wide and running along the entire West and North boundary line of the property herein conveyed. Grantee, its successors and assigns, shall be responsible for maintaining the foregoing easement area, including without limitation, the implementation of erosion control of the easement area through appropriate landscaping and drainage. The slope of the easement area shall have a maximum grade of 2 to 1.

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