

STATE OF ALABAMA  
COUNTY

PARTIAL RELEASE

1300

Know All Men by These Presents, That whereas the undersigned L & N Credit Union, a Corporation, is the owner and holder of record of that certain mortgage executed by James L. Gilbert and Joyce E. Gilbert, Husband and Wife to L & N Credit Union dated April 20, 1989 and was recorded in the Office of the Judge of Probate of Shelby County, Alabama, on the 22nd day of May, 1989 in Real Volume 239, Page No. 478, in which mortgage the following described land and other land is described and conveyed; and,

Whereas, for the consideration herein set out, the said L & N Credit Union has agreed to release from the lien of said mortgage the hereinafter described land.

Now, Therefore, in consideration of the premises and the sum of ten dollars (\$10.00) and other good and valuable consideration paid to the holder of said mortgage, on the execution and delivery of this instrument, the receipt of which sum is hereby acknowledged, the said L & N Credit Union does hereby release, remise, convey and quitclaim unto the said James L. Gilbert and Joyce E. Gilbert, Husband and Wife, their heirs and assigns from the lien, operation and effect of said mortgage that part of the land described in said mortgage which is described as follows:

Commence at the Southwest corner of the NW 1/4 of the NE 1/4 of Section 24, Township 21 South, Range 3 West, Shelby County, Alabama, thence run Northerly along the West line thereof for a distance of 488.02', thence turn an angle to the right of 109 degrees 32' 04" and run a distance of 232.71' to the point of beginning of the property, known or to be known as Lot 3, Dogwood Estates, an unrecorded subdivision, being described. Thence continue along last described course a distance of 439.27' to a point on the Westerly margin of Chestnut Drive, thence turn an angle of 67 degrees 58' 51" to the left and run along said margin of said Chestnut Drive a distance of 237.14' to a point, thence turn an angle of 90 degrees 00' 00" to the left and run a distance of 407.25' to a point, thence turn an angle of 90 degrees 00' 00" to the left and run a distance of 401.81' to the point of beginning, containing 3.0 acres, more or less.

LESS AND EXCEPT:

Commence at the S.W. corner of the N.W. 1/4 of the N.E. 1/4 of Section 24, Township 21 South, Range 3 West; thence run Northwardly along the West line thereof for a distance of 488.02' (Deed), 488.58' (Meas.); thence turn an angle to the right of 109 degrees 32' 04" (Deed), 109 degrees 50' 46" (Meas.), for a distance of 413.62' to the point of beginning of Lot 3 of Dogwood Forest, an unrecorded subdivision, more particularly described as follows: continue along the last described course for a distance of 439.27' to the Westerly right of way line of Chestnut Drive; thence turn an angle to the left 67 degrees 58' 51" and run along said right of way for a distance of 237.14'; thence turn an angle to the left of 90 degrees 00' 00" for a distance of 407.25'; thence turn an angle to the left of 90 degrees 00' 00" for a distance of 401.81' to the point of beginning.

Whether correctly described or not, this partial release in no way releases the remainder of said property described in said corrected and re-recorded mortgage. It is the intent of L & N Credit Union that the mortgage shall remain in full force and effect on the property described in Book 296, Page 589 and releases only the above described acreage.

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Cambridge Title

As to all other land described and conveyed in said mortgage, the lien thereof shall remain in full force and effect, unaffected by this release.

To Have and to Hold said tract or parcel of land unto the said James L. Gilbert and Joyce E. Gilbert, Husband and Wife, their heirs and assigns forever.

In Witness Whereof, I hereunto set my hand and seal this 1 day of FEBRUARY, 1990.

L & N CREDIT UNION

By: Eric A. Craft  
Its: LOAN OFFICER

STATE OF ALABAMA  
COUNTY

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that ERIC A. CRAFT whose name as LOAN OFFICER of L & N Credit Union, a Corporation, 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 conveyance he, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand this 1 day of FEBRUARY, 1990.

My Commission Expires: MY COMMISSION EXPIRES JULY 19, 1992

Jana M. Buchanan  
Notary Public

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1. Deed Tax	—	—
2. Mtg. Tax	—	—
3. Recording Fee	—	3.00
4. Indexing Fee	—	3.00
5. No Tax Fee	—	—
6. Certified Fee	—	1.00
Total	—	9.00

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

91 FEB 21 AM 84

Thomas A. Buchanan, Jr.  
JUDGE OF PROBATE