

STATE OF ALABAMA)
COUNTY OF SHELBY)

RELEASE OF MORTGAGE AND SUBSTITUTION OF SECURITY

This release of Mortgage and Substitution of Security made this the 6th day of May, 1993, by and between Central Bank of the South, Association (hereinafter "Bank") and Dallas M. Russell (hereinafter "Russell").

RECITALS

WHEREAS, Russell is the fee owner of Lot 2016, according to the Survey of Brook Highland, an Eddleman Community, 20th Sector, as recorded in Map Book 16, Page 148, in the Office of the Judge of Probate of Shelby County, Alabama, ("Lot 2016, Brook Highland"); and

WHEREAS, Bank holds a Mortgage (hereinafter the "Mortgage") securing a Note executed by Dallas M. Russell (hereinafter the "Note"), which Mortgage encumbers in a first lien status Lot 2016,, Brook Highland, said Mortgage and Note dated January 22, 1993 and the Mortgage being recorded as Instrument Number 1993-3050, in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, Russell is desirous of conveying Lot 2016, Brook Highland, free and clear of the Mortgage and substituting in place of Lot 2016, Brook Highland, that property described as follows: Lot 2014, according to the Survey of Brook Highland, an Eddleman Community, 20th Sector, as recorded in Map Book 16, Page 148, in the Office of the Judge of Probate of Shelby County, Alabama (hereinafter "Lot 2014, Brook Highland").

WHEREAS, Bank has agreed to release the Note and Mortgage as they apply to Lot 2016, Brook Highland, so long as the Note and Mortgage apply to Lot 2014, Brook Highland, in a first lien status.

NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein and One Dollar and other good and valuable consideration in hand paid by Russell to Bank, the receipt and sufficiency of which are hereby acknowledged the parties agrees as follows:

1. Bank hereby releases Lot 2016, Brook Highland, in full from the lien of the Mortgage as recorded as Instrument Number 1993-3050, in the Office of the Judge of Probate of Shelby County, Alabama, and fully discharges Lot 2016, Brook Highland, from the Note and Mortgage.

2. In consideration of the Note and in order to secure the same, and any other indebtedness or obligation of Dallas M. Russell to the Bank, whether as principal debtor, endorser, guarantor or otherwise, whether now existing or hereafter incurred, Russell hereby grants, bargains, sells and conveys to Bank under the exact

06/28/1993 11:42 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MJS 11.50

CLAYTON T. SWEENEY
2700 HWY 280 EAST
STE. 150E
BHAM., AL 35223

Inst # 1993-18797

terms appearing the Mortgage, Lot 2014, Brook Highland.

TO HAVE AND TO HOLD, together with all and singular the rights, tenants, hereidtements and appurtenances thereunto belonging or in anyway appertaining, unto Bank, its successors or assigns, in fee simple, upon the exact terms and conditions of the Mortgage and Note. And Russell, for himself, his heirs, sucessors and assigns, does hereby covenant with Bank that he is lawfully seized in fee simple of Lot 2014, Brook Highland, that he has a good right to sell and convey the same and that Lot 2014, Brook Highland, is free from encumbrances; and that he warrants and will forever defend the title to Lot 2014, Brook Highland, against the lawful claims and demands of all persons whomsoever.

3. The parties acknowledge that the express purpose of this document is simply to substitute Lot 2014, Brook Highland, for Lot 2016, Brook Highland, as the same relate to the Mortgage and the Note and hereafter, the Mortgage and Note shall not apply to Lot 2016, Brook Highland, and further that all terms, conditions and provisions of the Mortgage as originally written and the Note as originally shall apply to Lot 2014, Brook Highland.

4. The property conveyed herein is not the homestead of Dallas Russell or that of his spouse.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this the 6th day of May, 1993.

MORTGAGEE:
CENTRAL BANK OF THE SOUTH
Association

BY: Jack R. Limbert
Its: Vice Pres.

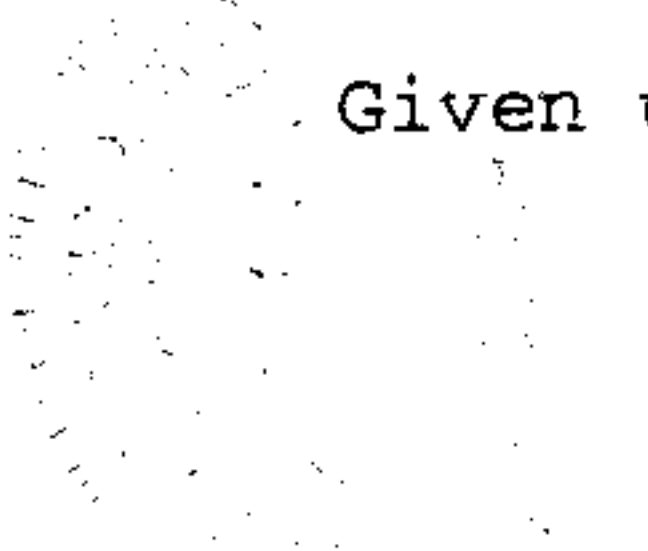
MORTGAGOR:

Dalh M Russell
Dallas M. Russell

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that JACK R. ARMISTEAD whose name as VICE PRESIDENT, of CENTRAL BANK OF THE SOUTH, 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 said instrument, he, as such officer and full authority, executed the same voluntarily for and as the act of said association.

Given under my hand and seal this the 28 day of May, 1993.


Annice K. Wejja
Notary Public

My Commission Expires: _____

MY COMMISSION EXPIRES JUNE 15, 1998

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Dallas M. Russell, a married man, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me, that he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 6th day of May, 1993.

John P. [Signature]
Notary Public

My Commission Expires: 5-25-95

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