

This instrument prepared by:
John E. Hagefstration, Jr.
Bradley, Arant, Rose & White
1400 Park Place Tower
2001 Park Place
Birmingham, Alabama 35203

12/21/1993 40947-40947
10:38 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 13.50

STATE OF ALABAMA)

SHELBY COUNTY)

PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, That:

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned AmSouth Bank N.A. ("Mortgagee") does hereby release the real property described below from the lien of that certain Real Estate Mortgage and Security Agreement executed by Birmingham Realty Company ("Mortgagor"), which is recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument #1993-29482 ("Mortgage"). Mortgagee does further release the real property described below from the lien of the UCC-1 Financing Statement recorded in said Probate Office as Instrument #1993-29483. Mortgagee does hereby release, remise, quit claim, and convey unto Mortgagor, its successors, heirs and assigns all of the right, title, and interest of the undersigned in and to the following described real estate situated in Shelby County, Alabama, to-wit:

A parcel of land located in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 31, Township 19 South, Range 2 West and the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 6, Township 20 South, Range 2 West, more particularly described as follows:

Commence at the Northwest corner of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 31; thence in an easterly direction along the northerly line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section, a distance of 1228.08 feet to the intersection with the westerly right of way line of U.S. Highway 31 South; thence 95 degrees 55 minutes 44 seconds right, in a southerly direction along said right of way line, a distance of 1307.99 feet to the point of beginning; thence continue along last described course, a distance of 200.00 feet; thence 90 degrees right, in a northwesterly direction, a distance of 200.00 feet; thence 90 degrees right, in a northeasterly direction, a distance of 200.00 feet; thence 90 degrees right, in a southeasterly direction, a distance of 200.00 feet to the point of beginning.

Situated in Shelby County, Alabama.

It is expressly understood and agreed that this release shall not in any manner affect the lien of the Mortgage as to the remainder of the property described in the Mortgage or the lien created by any of the other documents described above or the indebtedness secured thereby.

The undersigned does hereby further consent to the granting of an easement for ingress and egress to Flagstar Enterprises, Inc. over and across the following described parcel, to-wit:

A parcel of land located in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 31, Township 19 South, Range 2 West and the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 6, Township 20 South, Range 2 West, more particularly described as follows:

Commence at the Northwest corner of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 31; thence in an easterly direction along the northerly line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section, a distance of 1228.08 feet to the intersection with the westerly right of way line of U. S. Highway 31 South; thence 95 degrees 55 minutes 44 seconds right in a southerly direction along said right of way line, a distance of 1118.99 feet to the point of beginning of a proposed access easement; thence continue along last described course a distance of 50.00 feet; thence 90 degrees right in a northwesterly direction a distance of 20.00 feet; thence 90 degrees left in a southerly direction, a distance of 139.00 feet; thence 90 degrees right in a northwesterly direction, a distance of 24.00 feet; thence 90 degrees right in a northeasterly direction, a distance of 189.00 feet; thence 90 degrees right in a southeasterly direction, a distance of 44.00 feet to the point of beginning.

Situated in Shelby County, Alabama.

Mortgagee has caused this instrument to be executed by its officer thereunto duly authorized on or as of the 16th day of December, 1993.

AMSOUTH BANK N.A.

By: Arthur J. Sharbel, III
Its: Vice President

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Arthur J. Sharbel, III, whose name as 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said association.

Given under my hand and official seal this 16 day of December, 1993.

Sharon K. Pierce
Notary Public

[NOTARIAL SEAL]

My commission expires: _____

My commission expires SEPTEMBER 21, 1996

Inst # 1993-40947