

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

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 of Alabama, formerly known as AmSouth Bank, N.A. ("Mortgagee") does hereby release the real property described below from the lien of that certain Mortgage executed by Birmingham Realty Company ("Mortgagor"), which is recorded in the Office of the Judge of Probate of Shelby County, Alabama in 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 in 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 (the "Property"), to-wit:

A part of Lot 7, Oak Mountain Commerce Place as recorded in Map Book 18, page 58 in the Office of the Judge of Probate in Shelby County, Alabama. Being located in the NW ¼ of Section 6, Township 20 South, Range 2 West, more particularly described as follows: Commence at the NE corner of Section 1, Township 19 South, Range 3 West said point also being the NW corner of Section 6, Township 20 South, Range 2 West and lying on the Westerly line of said Lot 7; thence in a Southerly direction along the Westerly line of said Lot 7 and said Section 6, a distance of 20.15 feet to the point of beginning; thence continue along last described course a distance of 298.00 feet; thence 90 deg., left in an Easterly direction a distance of 171.64 feet to the Westerly right of way line of Commerce Court; thence 90 deg. left in a Northerly direction, along said right of way line a distance of 85.00 feet; to the beginning of a curve to the right having a radius of 414.93 feet and a central angle of 8 deg. 12 min. 52 sec.; thence in a Northeasterly direction along the arc of said curve and right of way line a distance of 59.49 feet to the end of said curve; thence in a Northeasterly direction along a line tangent to said curve and along said right of way line a distance of 133.00 feet; thence 91 deg. 45 min. 07 sec. left in a Westerly direction 196.15 feet to the point of beginning; being situated in Shelby County, Alabama.

02/02/1995-02947
10:20 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 11.00

It is expressly understood and agreed that this release shall not in any manner affect the lien of the Mortgagee 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.

Mortgagee has caused this instrument to be executed by its officer thereunto duly authorized on or as of the 31st day of January, 1995.

AMSOUTH BANK OF ALABAMA

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 of Alabama, a state 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 corporation.

Given under my hand and official seal this 31st day of January, 1995.

Anna L. Vacarella
Notary Public

MY COMMISSION EXPIRES OCTOBER 12, 1996

[NOTARIAL SEAL]

My commission expires: _____

Inst # 1995-02947