

STATE OF ALABAMA     )  
                              )  
SHELBY COUNTY         )

**PARTIAL RELEASE OF MORTGAGE**

WHEREAS, James G. Alston and Carol L. Alston, by a Mortgage dated December 17, 1985, and recorded in the Office of the Judge of Probate in and for Shelby County, Alabama, in Mortgage Book 054, page 680, granted and conveyed to Central State Bank, and its successors and assigns, the premises described in the Mortgage, to secure the payment of a certain debt or sum in the principal amount of Two Hundred Seventy-One Thousand Four Hundred Fifteen and No/100 (\$271.415.00) Dollars, with interest; and

WHEREAS, the Mortgagors have requested the Mortgagee to release from the lien of the Mortgage the property described below;

NOW, THEREFORE, in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, paid by the Mortgagors to the Mortgagee, the receipt of which is acknowledged by execution of this Release, the Mortgagee has granted, released, quit-claimed, exonerated, and discharged, and by these presents does grant, release, quit-claim, exonerate, and discharge, to the Mortgagors, and their heirs and assigns, all the property described as follows:

PARCEL 2:

West Half of SW 1/4 of NE 1/4 of Section 19, Township 21 South, Range 1 East, Shelby County, Alabama.

PARCEL 3:

East Half of SW 1/4 of NE 1/4, Section 19, Township 21 South, Range 1 East. SE 1/4 of NE 1/4, and part of the NE 1/4 of SE 1/4 of Section 19, Township 21 South, Range 1 East, described as follows: Begin at a point on the East and West Median Line of said Section 19, which point is 450 feet West of the East boundary line of Section 19, and run in a Southeasterly direction 300 feet, more or less, to a point on the North side of Mardis Ferry Road, which point is 426 feet measuring along the road in a Westerly direction from its intersection with East line of Section; thence Northeasterly along road 426 feet, more or less, to East line of Section; thence North along East line of Section to NE corner of NE 1/4 of SE 1/4; thence West along North line of above forty to point of beginning.

EXCEPTING highway right of way.

EXCEPTING that portion sold to Johnnie F. Wood and wife, Joe Dean Wood as described in Deed Book 268, Page 742, in Probate Office of Shelby County Alabama, described as follows: Commence at the Northeast corner of the NE 1/4 of SE 1/4, Section 19, Township 21 South, Range 1 East (corner set by James H. Seal, Reg. L.S. 2684, January 24, 1970) and run South along the East boundary line of Section 19 line a distance of 81.79 feet to a point on the Northwest 40-foot right of way line of Shelby County Highway #30; thence turn an angle of 62 degrees 25 minutes to the right and run in a Southwesterly direction along the said right of way line a distance of 199 feet to point of beginning; thence continue along said right of way line a distance of 183.0 feet to a point; thence turn an angle of 94 degrees 50 minutes to the right and run in a Northwesterly direction a distance of 288.20 feet to a point on the

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South boundary line of the SE 1/4 of NE 1/4; thence turn an angle of 66 degrees 19 minutes to the left and run West long the said South boundary line a distance of 130.0 feet to a point; thence turn an angle of 100 degrees 40 minutes to the right and run in a Northeasterly direction a distance of 343.0 feet to a point; thence turn an angle of 74 degrees 29 minutes to the right and run in an Easterly direction a distance of 172.0 feet to a point; thence turn an angle of 76 degrees 52 minutes to the right and run in a Southeasterly direction a distance of 555.32 feet to the point of beginning. Said parcel of land is lying in the NE 1/4 of SE 1/4 and SE 1/4 of NE 1/4, Section 19, Township 21 South, Range 1 East.

situated in Shelby County, Alabama.

TO HOLD THAT PROPERTY, with all appurtenances belonging or pertaining to it, to the Mortgagors, and their heirs and assigns, forever freed, exonerated, and discharged of and from the lien of the Mortgage.

PROVIDED that nothing contained in this Release shall in any way affect, alter, or diminish the lien or encumbrance of the Mortgage on the remaining part of the property, or the remedies at law for recovering against the Mortgagors, or their heirs or assigns, the unpaid balance of the principal sum, with interest, as secured by the Mortgage.

IN WITNESS WHEREOF, the undersigned has executed this Partial Release of Mortgage on February 14, 1995.

**CENTRAL STATE BANK**

By: William M. Schroeder  
Its: President

STATE OF ALABAMA                    )  
SHELBY COUNTY                        )

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that William Schroeder, whose name as President of Central State Bank, a corporation, is signed to the foregoing Partial Release of Mortgage, 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 and as an act of said corporation.

Given under my hand and seal this 14th day of February, 1995.

Charles D. Morris  
Inst. Notary Public  
My Commission Expires: 10-1-97  
(Date)

THIS INSTRUMENT PREPARED BY:  
F. Hilton Green Tomlinson  
PRITCHARD, McCALL & JONES  
505 North 20th Street  
800 Financial Center  
Birmingham, Alabama 35203

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