

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, James G. Alston and Carol L. Alston did further execute a companion mortgage to be above said mortgage as recorded in Real Record 066, Page 753; and

WHEREAS, James G. Alston and Carol L. Alston did further execute an assignment of real estate agreement as recorded in Real Record 067, Page 373, in said Probate Office; and

WHEREAS, the property set forth in said assignment of real estate agreement has been acquired by James G. Alston and Carol L. Alston; and

WHEREAS, James G. Alston and Carol L. Alston did enter into a modification agreement with Central State Bank, said modification agreement recorded in Real Record 054, Page 680, and the companion mortgage recorded in Real Record 066, Page 753 to further include property which was set forth in the Mortgage Modification Agreement recorded in Real Book 098, Page 625; 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:

SURFACE RIGHTS ONLY TO:

S $\frac{1}{2}$ of NE $\frac{1}{4}$ of NE $\frac{1}{4}$ Section 30, Township 21 South, Range 1 East. Situated in Shelby County, Alabama.

TOGETHER WITH a non-exclusive fifty (50) foot wide road right of way easement for ingress, egress and utilities, along the existing road running Northeasterly from said Highway #28 across the E $\frac{1}{2}$ of SW $\frac{1}{4}$ of NW $\frac{1}{4}$ and SE $\frac{1}{4}$ of NW

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$\frac{1}{4}$ in Section 30, Township 21 South, Range 1 East; and also a non-exclusive fifty (50) foot wide road right of way easement for ingress, egress, and utilities over and across the SE $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 30, Township 21 South, Range 1 East, along the most direct and feasible route between said existing road and the West line of the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 30, Township 21 South, Range 1 East, Shelby County, Alabama; and also a fifty (50) foot wide non-exclusive road right of way easement for ingress, egress and utilities, along the road running Northwesterly from Highway #28, across the N $\frac{1}{2}$ of NW $\frac{1}{4}$, Section 30, to the SW $\frac{1}{4}$ of SW $\frac{1}{4}$, section 19, all in Township 21 South, Range 1 East, 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 April 17, 1995.

CENTRAL STATE BANK

By: William H. 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 17 day of April, 1995.

Shanda Schroeder
Notary Public

Inst # 1995-09857 My Commission Expires September 29, 1998

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