

PARTIAL MORTGAGE RELEASE

STATE OF ALABAMA }
SHELBY COUNTY }

KNOWN ALL MEN BY THESE PRESENTS, that whereas, Acton Homes, Inc. executed a mortgage to First National Bank of Columbiana which is recorded in Instrument Number 1995-27861, in the Probate Office of Shelby County, Alabama.

Whereas, Acton Homes, Inc. desires to pay the sum of Sixty five thousand five hundred fifty and 00/100 Dollars to said First National Bank of Columbiana on said mortgage and to have the land described below released from said mortgage and said First National Bank of Columbiana desires to accept said consideration for the releasing of said property and agrees to release said land from said mortgage;

Now, therefore, the undersigned First National Bank of Columbiana in consideration of Sixty five thousand five hundred fifty and 00/100 being paid to said First National Bank of Columbiana in hand paid by the said Acton Homes, Inc. the receipt whereof is hereby acknowledged, does hereby release, remise and quit claim unto the said Acton Homes, Inc. all the right, title and interest acquired under said mortgage in and to that part of the premises conveyed therein, and described as follows, to-wit;

Lot 12, according to the Survey of Greystone, 7th Sector, Phase III, as recorded in Map Book 20 page 50 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

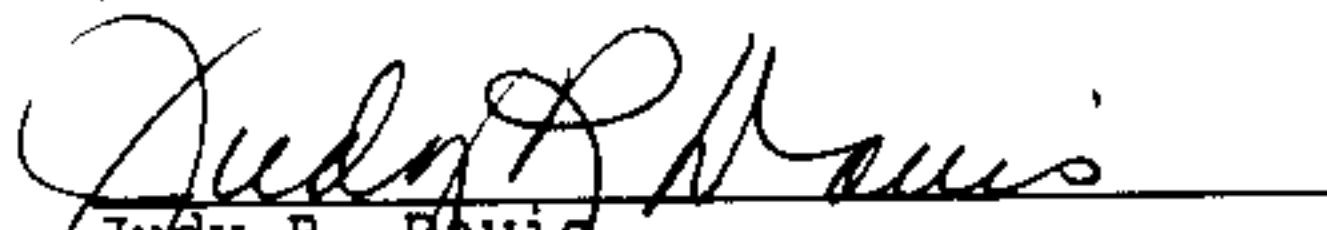
Together with the nonexclusive easement to use the private roadways, Common Areas and Hugh Daniel Drive, all as more particularly described in the Greystone Residential Declaration of Covenants, Conditions and Restrictions dated November 6, 1990 and recorded in Real 317 page 260 in the Probate Office of Shelby County, Alabama and all amendments thereto.

TO HAVE AND TO HOLD to the said Acton Homes, Inc. and to its or their successors and assigns forever.

It is understood and agreed that this release shall not in any way impair or affect the right of the said mortgagee to hold the remainder to the premises conveyed in said mortgage and not hereby released as security for that part of the mortgage indebtedness remaining unpaid on said mortgage.

IN WITNESS WHEREOF, the Grantor First National Bank of Columbiana has hereunto set its hands and seals this the 10th day of January, 1996.

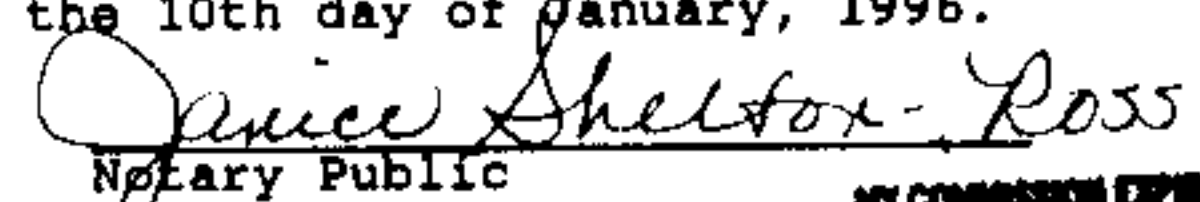
FIRST NATIONAL BANK OF COLUMBIANA


Judy R. Davis
Authorized Representative

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Judy R. Davis whose name as Authorized Representative of First National Bank of Columbiana is signed to this instrument, and who is known to me acknowledged before me on this day that, being informed of the contents of such instrument, she as such representative and with full authority, executed the same voluntarily for and as the act of said corporation (bank).

Given under my hand and seal this the 10th day of January, 1996.


Notary Public
My Commission Expires: 01/10/1996-00934
03:16 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 MCD 9.50
MY COMMISSION EXPIRES JULY 12, 1997