

**PARTIAL RELEASE OF LIEN**

STATE OF ALABAMA )  
SHELBY COUNTY )

KNOW ALL PERSONS BY THESE PRESENTS, that whereas the undersigned BANK OF ALABAMA (hereinafter referred to as "Mortgagee") is the owner and holder of record of (i) that certain Mortgage, dated August 5, 1994, from John Donald Gilbert and Carolyn O. Gilbert and Active Investments, a general partnership, and Active Building Contractors, Inc., a corporation, (hereinafter collectively referred to as "Mortgagor") recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument #1994-24784 (hereinafter referred to as the "Mortgage") and (ii) that certain Assignment of Rents and Leases, dated August 5, 1994, by Mortgagor recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument #1994-24785 (hereinafter referred to as the "Assignment of Rents") ; and

WHEREAS, for the consideration herein set out, Mortgagee has agreed to release from the lien of the Mortgage and the Assignment of Rents the hereinafter described land.

NOW, THEREFORE, in consideration of the premises and the sum of Ten and No/100 Dollars (\$10.00) paid to the Mortgagee, the receipt of which sum is hereby acknowledged and applied against the Mortgage as described above, Mortgagee does hereby release, remise, convey and quitclaim unto Mortgagor, its successors and assigns from the lien, operation and effect of the Mortgage and the Assignment of Rents that part of the land described in the Mortgage and the Assignment of Rents which is described as follows:

A parcel of land situated in the south 1/2 of the northwest 1/4 of the southwest 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, said parcel being more particularly described as follows:

Commence at the northwest corner of the northwest 1/4 of the southwest 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama thence proceed south 0°19'52" west along the west line of said northwest 1/4 of the southwest 1/4, 654.74 feet to a point; thence proceed south 87°49'10" east 658.14 feet to a iron pin set, said point being the point of beginning.

Thence continue along previous course, bearing south 87°49'10" east, 100.00 feet to an iron pin set; thence proceed south 2°08'18" west 161.35 feet to an iron pin set; thence proceed north 87°51'42" west, 100.00 feet to an iron pin set; thence proceed north 2°08'18" east, 161.42 feet to the point of beginning.

Situated in Shelby County, Alabama.

As to all other land described and conveyed in the Mortgage and the Assignment of Rents, the lien thereof shall remain in full force and effect, unaffected by this Partial Release of Lien.

TO HAVE AND TO HOLD said tract of land unto Mortgagor, its successors and assigns forever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 22<sup>nd</sup> day of July, 1996.

MORTGAGEE:

BANK OF ALABAMA

BY: John B. Burke  
In: Vice President

STATE OF ALABAMA )  
COUNTY OF Jefferson )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John Burke, whose name as Vice President of Bank of Alabama, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand and official seal, this the 22<sup>nd</sup> day of July, 1996.

Eleanor A. Septon  
Notary Public

Inst # 1996-24056

(SEAL)  
My Commission Expires: 12-16-96

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12:53 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
001 NC3 8.50

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