

PARTIAL RELEASE OF LAND FROM MORTGAGE

**STATE OF ALABAMA
JEFFERSON COUNTY**

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, the undersigned, **First Commercial Bank** (hereinafter referred to as "Lender"), is the owner and holder of record of that certain Mortgage and Security Agreement (hereinafter referred to as "Mortgage") executed by **EES Joint Venture, an Alabama General Partnership** (hereinafter referred to as "Borrower"), dated the 30th day of March, 1990, and recorded in the Office of the Judge of Probate of Shelby County, Alabama, as in Real Volume 285, Page 215 and amended in Real Volume 362, Page 91, together with that certain Assignment of Rents and Leases recorded in Real Volume 285, Page 242, in which "Mortgage" the following land is described and conveyed; and

WHEREAS, for the consideration herein set out, the said "Lender", has agreed to release from the lien of said "Mortgage" the hereinafter described land.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00) paid to the said "Lender", by "Borrower" on the execution and delivery of this instrument, the receipt of which sum is hereby acknowledged, the said "Lender", does hereby release, remise, convey and quitclaim unto the said "Borrower", its heirs and assigns from the lien, operation, and effect of said "Mortgage" the land described in said "Mortgage" which is described as follows, to wit:

Lot 5, according to the Survey of South Park, as recorded in
Map Book 20, Page 100, in the Probate Office of Shelby
County, Alabama.

As to all other land described and conveyed in said "Mortgage", the lien thereof shall remain in full force and effect unaffected by this release.

TO HAVE AND TO HOLD said tract or parcel of land unto the said "Borrower", its heirs and assigns forever.

This release is given for the purpose of enabling "Borrower" to make a valid conveyance of said lands free and clear of lien of said "Mortgage".

THIS INSTRUMENT PREPARED BY:

CLAUDE MCCAIN MONCUS, ESQ.
Corley, Moncus & Ward, P.C.
Post Office Box 59807
Birmingham, Alabama 35259-0807
(205) 879-5959

Inst # 1997-01139

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SHELBY COUNTY JUDGE OF PROBATE
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IN WITNESS WHEREOF, the "Lender", acting by and through Michael R. Washburn, its Senior Vice-President, its duly authorized officer, has caused this instrument to be signed, its name to be hereto affixed this 8th day of January, 1997.

LENDER

BY:  (SEAL)
Michael R. Washburn
Its Senior Vice-President

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that **Michael R. Washburn**, whose name as Senior Vice-President, of First Commercial Bank, is signed to the foregoing Partial Release of Land from Mortgage and who is known to me, acknowledged before me on this day that, being informed of the contents of this Partial Release of Land from Mortgage, he, as such officer and with full authority, executed the same voluntarily for and as the act of said bank.

Given under my hand this the 8th day of January, 1997.


NOTARY PUBLIC
My Commission Expires: 3-25-99

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