

This instrument prepared by:

S. Perry Given, Jr., Esq.  
Harbert Corporation  
One Riverchase Parkway, South  
Birmingham, Alabama 35244

STATE OF ALABAMA     )  
SHELBY COUNTY         )

**PARTIAL RELEASE OF MORTGAGE**

THIS INDENTURE, made and entered into this 14<sup>th</sup> day of January, 1997, by and between Harbert Properties Corporation, Mortgagor, and Bank of America Illinois (f/k/a Continental Bank, N.A.), as agent for itself and other lenders, Mortgagee.

**WITNESSETH:**

WHEREAS, on the 19th day of March, 1993, Mortgagor executed and delivered in favor of Mortgagee that certain *Future Advance Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement* (the "Mortgage"), which Mortgage was, on the 26th day of March, 1993, duly recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument Number 1993-08142, with mortgage extension agreements duly recorded in the Office of the Judge of Probate of Shelby County, Alabama in Instrument Number 1994-1696 and Instrument Number 1996-30970, and;

WHEREAS, Mortgagor has requested Mortgagee to release from the lien and effect of said Mortgage the property hereinafter described;

NOW, THEREFORE, in consideration of One and No/100 Dollars (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the Mortgagor, the Mortgagee hereby releases from the lien and effect of said Mortgage the following portion of said mortgaged premises situated in Shelby County, Alabama, to-wit:

01/24/1997-02430  
10:06 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 HCD 16.00



Description: Part of the east one-half of the N.E. 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the northeast corner of said Section 31; thence run west along the north line of same for 836.90 feet to a point on the west right-of-way line of Interstate Highway I-65, said point being the point of beginning, thence continue west along the same course for 494.98 feet to the northwest corner of the N.E. 1/4 of the N.E. 1/4 of said Section 31, said point being also the northeast corner of Block 3 of Cahaba Valley Park North, as recorded in Map Book 13, Page 140, in the Probate Office of Shelby County, Alabama; thence 91°-56'-44" left, measured (91°-58'-00" left, record) and run south along the west line of said 1/4 1/4 section and the east line of said block 3 for 1,315.15 feet, measured (1,317.51 feet record); thence 69°-43'-00" left and run southeasterly along the east line of said Block 3 for 202.77 feet; thence 20°-33'-00" right and run southeasterly along said east line of said Block 3 for 174.53 feet; thence 08°-30'-00" right and run southeasterly for 37.46 feet to a point on the north boundary line of Lot 1 of Shelby Medical Center Baptist Medical Centers Resurvey, as recorded in Map Book 18, Page 27, in the Probate Office of Shelby County, Alabama; thence 74°-27'-53" left and run northeasterly along said property line for 291.65 feet to a point on the westerly right-of-way line of Interstate Highway I-65; thence 69°-33'-25" left and run northerly along said right-of-way line for 537.30 feet; thence 05°-43'-27" left and run northwesterly along said right-of-way line for 400.75 feet; thence 11°-22'-59" right and run northerly along said right-of-way for 100.68 feet, measured (100.00 feet, record); thence 08°-37'-26" right and run northerly along said right-of-way line for 120.96 feet; thence 14°-47'-15" left and run northerly along said right-of-way line for 238.71 feet to the point of beginning. Said parcel contains 772,834.22 square feet, more or less, or 17.74 acres, more or less.

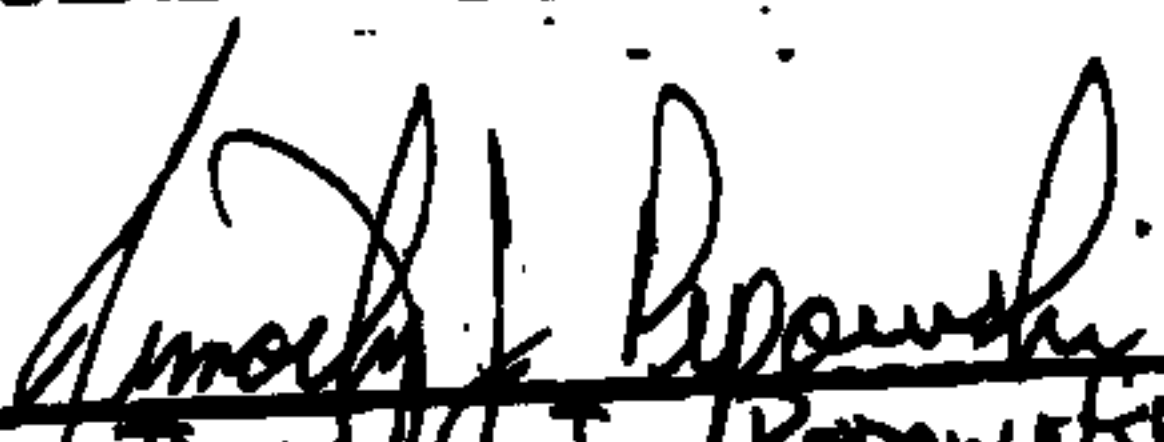
**FURTHERMORE**, in consideration of such payment, the Mortgagee does hereby release, remise and forever quitclaim to Mortgagor, its successors and assigns, the above described Property, together with all tenements, hereditaments and appurtenances thereto, but it is expressly reserved and stipulated that the Mortgagee shall retain its lien on the remaining balance of the premises described in said Mortgage to secure the remaining principal sum unpaid, according to the terms and provisions of said Mortgage.



IN WITNESS WHEREOF, the Mortgagee has executed this instrument, all on the day and  
year first above written.

**MORTGAGEE:**

**BANK OF AMERICA ILLINOIS**  
**(f/k/a Continental Bank, N.A.)**  
**as Agent for Itself and Other Lenders,**  
**as Described in the Mortgage**

By:   
Name: Timothy J. Papowski  
Title: SVP



STATE OF ILLINOIS       )  
COOK COUNTY               )

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that TIMOTHY REPOUSKI, whose name as SENIOR VICE PRESIDENT of Bank of Illinois, a National Banking Association, on its own behalf and in its capacity as agent, is signed to the foregoing conveyance, 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 as and for the act of said National Banking Association, on its own behalf and in its capacity as agent.

Given under my hand and seal this the 14 day of <sup>JANUARY</sup> ~~December~~, 1997.



E. W. Llanes  
Notary Public

My Commission Expires: 1-19-98

Inst # 1997-02430

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