

**FULL AND FINAL RELEASE**

**THIS FULL AND FINAL RELEASE** ("this Release") dated as of the 13<sup>th</sup> day of February, 1997, is executed by Vestula Vaughn Thompson, John Harlan Thompson III and Penny Elizabeth Cox (formerly known as Penny Thompson Gallups) (collectively, the "Releasors") in favor of National Bank of Commerce of Birmingham, a national banking association ("NBC").

**Recitals**

A. On May 31, 1983, Randall H. Goggans executed the following two Real Estate Mortgage Notes in favor of the Releasors: (i) Real Estate Mortgage Note in the principal amount of \$29,577.47; and (ii) Real Estate Mortgage Note in the principal amount of \$40,422.53 (collectively, the "Notes").

B. The Notes are secured by the following mortgages dated May 31, 1983 encumbering certain property located in Shelby County, Alabama (the "Property"): (i) Mortgage recorded in the Office of the Judge of Probate of Shelby County, Alabama (the "Recording Office"), in Mortgage Book 431, at page 975; and (ii) Mortgage recorded in the Recording Office in Mortgage Book 431, at page 977 (collectively, the "Mortgages").

C. Subsequently, the Releasors partially assigned the Notes and the Mortgages to Land and Mortgage Co., a Tennessee corporation ("LMC"), pursuant to those certain Transfer and Assignments dated September 18, 1985. The Notes and the Mortgages were thereafter further assigned (i) by LMC to Chrysler First Financial Services Corporation ("Chrysler") pursuant to certain Assignments of Mortgage; and (ii) by Chrysler to Nationscredit Financial Services Corporation ("Nationscredit") pursuant to certain Assignments of Mortgage dated February 1, 1993. Thereafter, the Notes and the Mortgages were re-assigned back to the Releasors by Nationscredit pursuant to certain Assignments of Mortgage.

D. NBC has acquired title to the Property, subject to the debt evidenced by the Notes and the liens of the Mortgages. NBC now desires to clear title to the Property and has agreed to pay off each of the Notes in consideration for (i) the release of each of the Mortgages and (ii) a full and final release of any and all claims that any of the Releasors may have under or in connection with the Notes, which full and final release shall be evidenced by the execution of this Release.

**Agreement**

**NOW, THEREFORE**, in consideration of the foregoing Recitals and for other good and valuable consideration, the Releasors hereby agree as follows:

1. Each of the Releasors hereby represents and warrants to NBC that (i) the Releasors are the lawful holders of the Notes and are the lawful owners of the Mortgages, each of which Notes and Mortgages have been fully re-assigned to the Releasors; (ii) the Releasors have the right, power and authority to release and satisfy the Mortgages; and (iii) the Releasors

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have not transferred or encumbered the Notes or the Mortgages except as set forth in the Recitals to this Agreement.

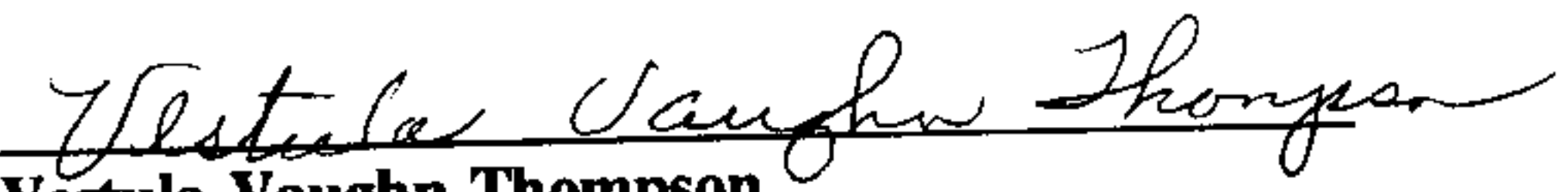
2. Each of the Releasors, and their heirs, successors and assigns, does hereby release, acquit and forever discharge NBC, its employees, agents, representatives, attorneys, successors and assigns of and from any and all claims, demands, suits, causes of action, or liabilities, known or unknown, relating to or arising out of the Notes, the indebtedness evidenced thereby, the Mortgages, and any other transactions or relationships among or between the Releasors and NBC.

3. Each of the Releasors does hereby declare that no representations about the nature and extent of its claims made by an employee, agent, representative, or attorney or any party hereby released have induced him or her to execute this Release; and each Releasor is acting, subject to advice of legal counsel of his or her own choosing, upon his or her own judgment, belief, and knowledge of the nature, extent, and duration of his or her claims.


4. Each Releasor represents and warrants to NBC that he or she has read this Release and fully understands it; that in executing this Release he or she has relied upon his or her own knowledge and judgment and the advice of his or her attorneys and other advisors; and that, in signing this Release, he or she has not relied upon any representations, advice, statements or actions of any of the parties to this Release, their consultants, attorneys, agents officers, directors, employees, or other representatives, past and present, except to the extent that such representations, advice, statements, or actions are specifically reflected in this Release. The Releasors further agree that they may not and have not justifiably relied upon any representation not expressly set forth in this Release.

5. This Release may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts together shall constitute one and the same document.

**IN WITNESS WHEREOF**, the Releasors have executed this Release as of the date indicated in the acknowledgments set forth below.

  
Vestula Vaughn Thompson

  
John Harlan Thompson III

  
Penny Elizabeth Cox (formerly known as Penny Thompson Gallups)

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **Vestula Vaughn Thompson**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 18<sup>th</sup> day of February, 1997.

Mary Jane Dillard

Notary Public

[AFFIX SEAL]

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.  
MY COMMISSION EXPIRES: May 29, 1999.

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **John Harlan Thompson III**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 18<sup>th</sup> day of February, 1997.

Mary Jane Dillard

Notary Public

[AFFIX SEAL]

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.  
MY COMMISSION EXPIRES: May 29, 1999.

My Commission Expires: \_\_\_\_\_



STATE OF ALABAMA )

COUNTY OF Tefferson )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **Penny Elizabeth Cox (formerly known as Penny Thompson Gallups)**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 18<sup>th</sup> day of February, 1997.

Mary Jane Dillard

Notary Public

[AFFIX SEAL]

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: MAY 29, 1999.

My Commission Expires: \_\_\_\_\_

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