

**PARTIAL RELEASE OF LAND FROM MORTGAGE
AND FINANCING STATEMENT**

**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 **Brookchase Estates, L.L.C.**, an **Alabama Limited Liability Company** (hereinafter referred to as "Borrower"), dated the 14th day of March, 1996, and recorded in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument Number 1996-08490, and Financing Statement Instrument Number 1996-27325, showing Brookchase Estates, L.L.C. as Debtor, and First Commercial Bank as Secured Party, filed August 22, 1996 (the "Financing Statement"), in said Probate Office, the following described 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" and "Financing Statement" 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" and "Financing Statement" the land described in said "Mortgage" and "Financing Statement" which is described as follows, to wit:

Lot 41, according to the Survey of Brookchase Estates, Phase II, as recorded in Map Book 22 Page 47 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

As to all other land described and conveyed in said "Mortgage" and "Financing Statement", 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" and "Financing Statement".

IN WITNESS WHEREOF, the "Lender", acting by and through Stacey Dunn, its Vice President, its duly authorized officer, has caused this instrument to be signed, its name to be hereto affixed this 30th day of December, 1997.

LENDER:

BY:


Stacey Dunn
Its Vice President

[SEAL]

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SHELBY COUNTY JUDGE OF PROBATE
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Inst # 1998-00463

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Stacey Dunn, whose name as Vice President of **FIRST COMMERCIAL BANK**, is signed to the foregoing Partial Release of Land from Mortgage and Financing Statement 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 and Financing Statement, 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 30th day of December, 1997.


NOTARY PUBLIC
My Commission Expires: 12/28/99

[NOTARIAL SEAL]

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SHELBY COUNTY JUDGE OF PROBATE
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