

This instrument prepared by:
J. Dennis Bailey
9636 Parkway East
Birmingham, Alabama 35215

PARTIAL MORTGAGE RELEASE

STATE OF ALABAMA)
SHELBY COUNTY)

WHEREAS, the Marine Midland Bank ("Marine") is the owner and holder of that certain Mortgage dated July 14, 1995, in the original amount of \$1,750,000.00, from Shiva Partners, an Alabama Partnership, to the Money Store Commercial Mortgage, Inc., recorded in Instrument No. 1995-18685; said mortgage being assumed by Shiva Properties, Inc., ("Shiva"), through an Assumption Agreement dated June 28, 1996, and recorded of record in Instrument No. 1996-21776, in the Probate Office of Shelby County, Alabama; and said mortgage was assigned to Marine Midland Bank by Transfer of Mortgage and Promissory Note recorded May 27, 1997 in Instrument No. 1997-16295, in said Probate Office; and

WHEREAS, FOR VALUE RECEIVED, Marine does hereby release from the lien of said Mortgage, and the amendments thereto, if any, the following described real property only, to-wit:

That parcel as shown on the Right of Way Map of Project No. STPAA-7136(1) of record with the Alabama Department of Transportation, a copy of which is also deposited in the Office of the Judge of Probate of Jefferson County, Alabama, as an aid to persons and entities interested therein, and as shown on the property plat attached to the Warranty Deed dated April 13, 1998, and filed of record on _____, 1998, in Instrument No. _____ in said Probate Office, being more particularly described:

A part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ Section 31, Township 19 South, Range 2, West identified as Tract No. 7 on Project No. STPAA-7136(1) in Shelby County, Alabama and being more fully described as follows:

Commencing at the southeast corner of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence north along the east line of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ a distance of 830 feet, more or less, to the present south right-of-way line of Alabama Highway 119; thence southwesterly along said right of way line a distance of 68 feet, more or less, to the northeast property line and the point of beginning of the property herein to be conveyed; thence southeasterly along said property line a distance of 20 feet, more or less, to a point that is 60 feet southeasterly of and at right angles to the centerline of said Project; thence southwesterly, parallel with said centerline, a distance of 25 feet, more or less, to a point that is 60 feet southeasterly of and at right angles to said centerline at P.T. Station 23+89.72; thence southwesterly, along a curve to the right, concave northwesterly having a radius of 1969.86 feet, parallel with said centerline, a distance of 276 feet, more or less, to the west Property line; thence northwesterly along said property line a distance of 20 feet, more or less, to the present south right of way line of Alabama Highway 119; thence northeasterly along said right of way line a distance of 295 feet, more or less, to the point of beginning. Containing 0.14 acre, more or less.

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Permanent Construction Easement

Also, a Permanent Easement described as: Beginning at a point on the northeast property line that is 60 feet southeasterly of and at right angles to the centerline of Project No. STPAA-7136(1); thence southeasterly along said property line a distance of 10 feet, more or less, to a point that is 70 feet southeasterly of and at right angles to said centerline, a distance of 25 feet, more or less, to a point that is 70 feet southeasterly of and at right angles to said centerline at P.T. Station 23+89.72; thence southwesterly, along a curve to the right, concave northwesterly, having a radius of 1979.86 feet, parallel with said centerline, a distance of 277 feet, more or less, to the west property line; thence northwesterly along said property line a distance of 10 feet, more or less, to a point that is 60 feet southeasterly of and at right angles to said centerline; thence northeasterly, along a curve to the left, concave northwesterly, having a radius of 1969.86 feet, parallel with said centerline, a distance of 276 feet, more or less, to a point that is 60 feet southeasterly of and at right angles to said centerline at P.T. Station 23+89.72; thence northeasterly, parallel with said centerline, a distance of 25 feet, more or less, to the point of beginning. Containing 0.07 acre, more or less.

BUT THIS IS A PARTIAL RELEASE ONLY, and it is expressly agreed and understood that this Partial Release is given upon the condition that neither this Partial Release nor anything contained herein shall in any wise release, diminish, alter or affect the lien upon the remaining property described in the aforesaid Mortgage, or the amendments thereto, if any, or any and all other security instruments securing said Note, and that this Partial Release is executed without representation, warranty or recourse, expressed or implied, upon the undersigned; and

WHEREAS, all other terms and conditions of the aforementioned Mortgage, and the amendments thereto, if any, are to remain unchanged and said amendment to the Mortgage, if any, or this Partial Release shall not alter, change or affect the validity of the lien of the said remaining described real property.

IN WITNESS WHEREOF, Marine, by and through its authorized officer, has executed this instrument on this the 17th day of April, 1998.

Marine Midland Bank

By: *Susan Barstock*

As _____

STATE OF _____)
_____) COUNTY)

SUSAN BARSTOCK
Assistant Vice President

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of Marine Midland Bank, 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 voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the _____ day of _____, 1998.

NOTARY PUBLIC

Inst # 1998-25000

State of New York)

ss:

County of New York)

On April 17, 1998 before me, Marcia A. Markowski a Notary Public, personally appeared Susan Barstock an Assistant Vice President of Marine Midland Bank, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal,

Marcia Markowski

Notary Public

MARCIA MARKOWSKI
Notary Public, State of New York
No. 24-01MA4761665
Qualified in Kings County
Commission Expires November 30, 1998

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