

PARTIAL MORTGAGE RELEASE

STATE OF ALABAMA
SHELBY COUNTY

10/28/1998-42198
08:33 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CRH 11.00

KNOWN ALL MEN BY THESE PRESENTS, that whereas, Faith B. Lacey executed mortgage to First National Bank of Shelby County, formerly known as First National Bank of Columbiana which is recorded in Instrument Number 1998-05796, in the Probate Office of Shelby County, Alabama.

Whereas, Faith B. Lacey desires to pay the sum of One and 00/100 Dollar to said First National Bank of Shelby County on said mortgage and to have the land described below released from said mortgage and said First National Bank of Shelby County desires to accept said consideration for the releasing of said property and agrees to release said land from said mortgage;

Now, therefore, the undersigned First National Bank of Shelby County in consideration of One and 00/100 Dollar being paid to said First National Bank of Shelby County in hand paid by the said Faith B. Lacey the receipt whereof is hereby acknowledged, does hereby release, remise and quit claim unto the said Faith B. Lacey, all the right, title and interest acquired under said mortgage in and to that part of the premises conveyed therein, and described as follows, to-wit; except the rights of Faith B. Lacey under a Joint Driveway/Travelway Agreement between Faith B. Lacey, Megan B. Lacey by and through her Temporary Conservator, Faith B. Lacey, Ollie W. Coggin, Jr. and Carolyn J. Coggin, dated October , 1998:

Parcel II

A parcel of land in the SE 1/4 of the SW 1/4 of Section 22, Township 20 South, Range 3 West, more particularly described as follows:

Commence at the SE corner of the SE 1/4 of the SW 1/4 of Section 22, Township 20 South, Range 3 West, Shelby County, Alabama; thence run West along the South line of said 1/4 - 1/4 section a distance of 157.18 feet to the point of beginning; thence continue along the last described course a distance of 25.0 feet; thence turn right 88 deg. 41 min. 24 sec. and run North a distance of 264.00 feet; thence turn right 91 deg. 18 min. 36 sec. and run East a distance of 25.0 feet; thence turn right 88 deg. 41 min. 24 sec. and run South a distance of 264.0 feet to the point of beginning.

It is the intention of the Partial Mortgage Release for Faith B. Lacey's rights under the Joint Driveway/Travelway Agreement to remain subject to said mortgage, but to release all other rights to said property.

TO HAVE AND TO HOLD to the said Faith B. Lacey, and to his or their successors and assigns forever.

It is understood and agreed that this release shall not in any way impair or affect the right of the said mortgagee to hold the remainder to the premises conveyed in said mortgage and not hereby released as security for that part of the mortgage indebtedness remaining unpaid on said mortgage.

IN WITNESS WHEREOF, the Grantor First National Bank of Shelby County has hereunto set its hands and seals this the 1st day of October, 1998.

FIRST NATIONAL BANK OF SHELBY COUNTY


William R. Justice
In-House Counsel

82124-8661
10/28/1998

STATE OF ALABAMA
SHELBY COUNTY }

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that William R. Justice whose name as In-House Counsel of First National Bank of Shelby County is signed to this instrument, and who is known to me acknowledged before me on this day that, being informed of the contents of such instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation (bank).

Given under my hand and seal this the 1st day of October, 1998.

Francis A. Sammons
Notary Public

My Commission Expires: 6-7-00

Inst # 1998-42198

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