

PARTIAL SATISFACTION AND  
RELEASE OF LIEN

MAIL TO:

Inst # 1999-14105

NAME & ADDRESS OF PREPARER:  
REGENCY SAVINGS BANK  
11 W. MADISON  
OAK PARK, IL. 60302

04/05/1999-14105  
09:46 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 CRH 13.50

Know All Men by These Presents, That Regency Savings Bank, A Federal Savings Bank, existing under the laws of the United States of America, for and in consideration of one dollar, and for other good and valuable consideration, the receipt whereof is hereby confessed, do hereby remise, convey, release, and quit claim unto **Brookline, Ltd., a Tennessee limited partnership**, all right, title, interest, claim, or demand whatsoever Regency Savings Bank, F.S.B. may have acquired in, through or by a certain Mortgage, bearing date the 28th day of July, 1989, and recorded August 3, 1989 in Real 249 Page 287 in the Probate Office of Shelby County, Alabama and Collateral Assignment of Rents and Leases recorded in Real 249 Page 303 on August 3, 1989, in the Probate Office of Shelby County, Alabama; with amendment to Mortgage to correct the legal description which is recorded as Instrument No. 1994-1164 in the Probate Office, to the premises therein described, situated in the County of Shelby, State of Alabama, as follows, to wit:

\*\*LEGAL DESCRIPTION ATTACHED HEREWITH AS EXHIBIT " A" AND MADE  
A PART HEREOF\*\*

together with all the appurtenances and privileges thereunto belonging and appertaining. It is expressly understood and agreed by and between the parties hereto that this release is in no way to operate to discharge the lien of said Mortgage upon any other of the premises described therein, but it is only to release the portion particularly above described and none other; and that the remaining or unreleased portions of the premises in said Mortgage described are to remain as security for the payment of the indebtedness secured to be paid thereby and for the full performance of all the covenants, conditions and obligations contained in said Mortgage and the note therein mentioned.

IN WITNESS WHEREOF, they have hereunto set their hand and seal this 4th day of February, 1999.

REGENCY SAVINGS BANK, F.S.B.



Linda Kulikowski

Vice President

STATE OF ILLINOIS

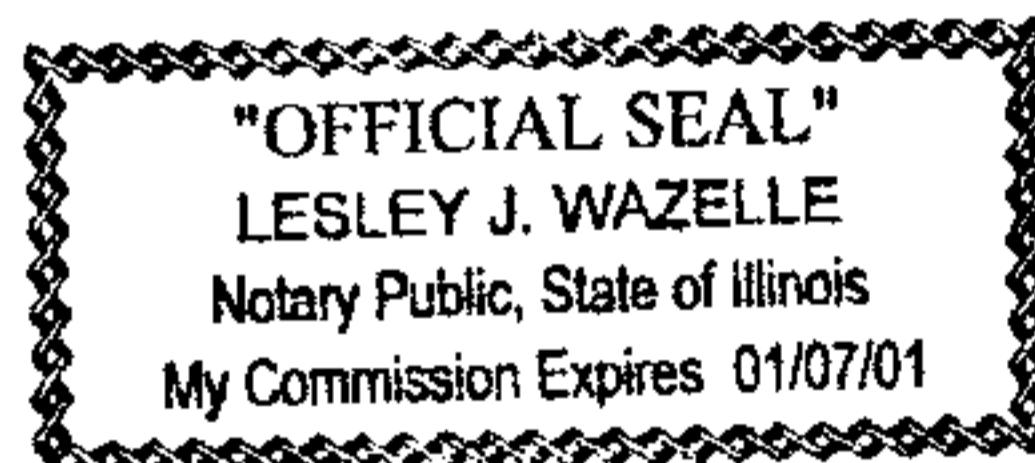
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Linda Kulikowski personally known to me to be the same person whose name is subscribed to the foregoing instrument, as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right of homestead.

Given under my hand and notarial seal this 4th day of February, 1999.

*Lesley J. Wazelle*  
Notary Public

My commission expires on: January 7, 2001



**EXHIBIT "A"**  
**CONDEMNATION WARRANTY DEED**

STATE OF ALABAMA  
 COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$140,000.00 paid by Royal Construction and Development Company, Inc. to Brookline, Ltd., a Tennessee Limited Partnership (hereinafter called "Grantor"), receipt whereof is acknowledged, the said Grantor does hereby grant, bargain, sell and convey unto the said Royal Construction and Development Company, Inc. (hereinafter called "Grantee"), all right, title, interest and claim in or to the following described real estate lying and being situated in ~~SHELBY~~ County, Alabama, to-wit:

Part of the SE 1/4 of Section 21, and part of the SW 1/4 of Section 22, both in Township 18 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

From the NW corner of the SW 1/4 of Section 22, run in a southerly direction along the west line of said 1/4 section for a distance of 896.90 feet to a point on the north line of Lot 8A, Reserve of Lots 7-26, Wyndham Township, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 24, page 15, and being the point of beginning; thence turn an angle to the left of 90 degrees 05 minutes 52 seconds and run in a southerly direction along the north line of Lots 8A through 13A of said Wyndham Township subdivision for a distance of 117.82 feet to an existing tree rebar; thence turn an angle to the left of 73 degrees 28 minutes 11 seconds and run in a northeasterly direction for a distance of 150.45 feet to an existing tree rebar; thence turn an angle to the left of 94 degrees 50 minutes 39 seconds and run in a northwesterly direction for a distance of 7.83 feet to an existing cross cut in roadway; thence turn an angle to the right of 88 degrees 06 minutes 08 seconds and run in a northerly direction for a distance of 97.72 feet to an existing tree rebar being on the south line of the Reserve of Brookline subdivision, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 10, page 93; thence turn an angle to the left of 92 degrees 27 minutes 54 seconds and run in a westerly direction along the south line of said Reserve of Brookline property, being the south line of Lots 28 through 31, for a distance of 145.44 feet to an existing tree rebar; thence turn an angle to the left of 44 degrees 26 minutes 28 seconds and run in a southwesterly direction along the south line of said Reserve of Brookline for a distance of 31.87 feet to an existing tree rebar; thence turn an angle to the left of 57 degrees 42 minutes 15 seconds and run in a northerly direction along the east line of Lot 28 of said Brookline subdivision for a distance of 153.25 feet to the most southerly corner of said Lot 28 and being marked by an existing tree rebar and being on a curved easterly right of way line of Wyndham Parkway, said Right of way being concave in a southwesterly direction and having a central angle of 36 degrees 32 minutes 22 seconds and a radius of 250.0 feet; thence turn an angle to the left (18 degrees 19 minutes 04 seconds to the chord of said curve) and run in a northeasterly and southerly direction along the arc of said curve for a distance of 161.37 feet to an existing tree rebar set by Lawrence D. Weygand and being on the north line of Lot 1, Wyndham Township, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 22, page 118; thence turn an angle to the left (67 degrees 53 minutes 35 seconds from last mentioned chord) and run in an easterly direction along the north line of Lot 1 and Lot 2A, 3, 4, 5A, 6A, and 7A, of said Wyndham Township, for a distance of 191.18 feet to an existing tree rebar; thence turn an angle to the left of 9 degrees 10 minutes 14 seconds and run in a northeasterly direction for a distance of 24.59 feet, more or less, to the point of beginning.

Mineral and mining rights excepted.

Object property is not the homestead of either Grantee or Grantee.

Grantor is executing a Construction Mortgage in the amount of \$320,000.00 to be recorded simultaneously herewith.

Subject to taxes for the year 1999 and subsequent years, easements, restrictions, reservations, rights-of-way, limitations, covenants and conditions of record, if any, and mineral and mining rights, if any.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever.

This instrument is executed without warranty or representation of any kind on the part of the undersigned, express or implied, except that there are no liens or encumbrances outstanding against the premises conveyed which were created or asserted by the undersigned and not specifically excepted herein.

04/05/1999-05850  
 11:35 AM CERTIFIED  
 SHELBY COUNTY JUDGE OF PROBATE  
 102 1000 12:00

04/05/1999-14105  
 09:46 AM CERTIFIED  
 SHELBY COUNTY JUDGE OF PROBATE  
 102 1000 12:00