

STATE OF ALABAMA)

COUNTY OF SHELBY)

PARTIAL RELEASE OF MORTGAGE AND SUBSTITUTION OF SECURITY

This Partial Release of Mortgage and Substitution of Security made this 12 day of January, 2000, by and between **COLONIAL BANK** (herein referred to as "Bank") and **NATALY WOODS, L.L.C.** (herein referred to as "Mortgagor").

WHEREAS, Mortgagor is the fee simple owner of Lot 23, according to the Survey of Cameron Woods, as recorded in Map Book 23, Page 106, in the Probate Office of Shelby County, Alabama (Lot 23, Cameron Woods) and

WHEREAS, Bank holds a Mortgage as recorded in Instrument 1996-40485, in the Probate Office of Shelby County, Alabama (herein the "Mortgage") securing a Note executed by Nataly Woods, L.L.C., which Mortgage encumbers in a first lien status Lot 23, Cameron Woods, together with other property (herein the "Other property").

WHEREAS, Mortgagor is desirous of conveying Lot 23, Cameron Woods, free and clear of the Mortgage and substituting in place of Lot 23, Cameron Woods, that property described as follows:

Lot 13, according to the Survey of Cameron Woods, as recorded in Map Book 23, Page 106, in the Probate Office of Shelby County, Alabama (Lot 13, Cameron Woods).

WHEREAS, Bank has agreed to release Lot 23, Cameron Woods, from the Mortgage, so long as the Note and Mortgage apply to Lot 13, Cameron Woods and the other property in a first lien status.

NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein and the sum of Ten Dollars and other good and valuable consideration in hand paid by Mortgagor to Bank, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Bank releases Lot 23, according to the Survey of Cameron Woods, as recorded in Map Book 23, Page 106, in the Probate Office of Shelby County, Alabama in full from the lien of the Mortgage as recorded in Instrument 1996-40485, in the Probate Office of Shelby County, Alabama.

2. In consideration of the Note and in order to secure the same, any other indebtedness or obligation of Mortgagor to Bank, whether as principal debtor, endorser, guarantor or otherwise, whether now existing or hereafter incurred, Mortgagor grants, bargains, sells and conveys to Bank under the exact terms, and intending to be made a part of the Mortgage recorded in Instrument#1996-40485, in the Probate Office of Shelby County, Alabama, Lot 13, according to the Survey of Cameron Woods, as recorded in Map Book 23, Page 106, in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD, together with all and singular the rights, tenants, hereditaments and appurtenances thereunto belonging or in anyway appertaining, unto the Bank, its successors or assigns, in fee simple, upon the exact terms and conditions of the Mortgage and Note. And Mortgagor, for itself, its successors and assigns; does hereby covenant with Bank that it is lawfully seized in fee simple of Lot 13, Cameron Woods and that it has a good right to sell and convey the same and that Lot 13, Cameron

Inst # 2000-05168

CLAYTON T. SWEENEY, ATTORNEY AT LAW

KLS BWS ADR/nd1

02/18/2000-05168
11:08 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 NWS 13.50

forever defend the title to Lot 13, Cameron Woods, against the lawful claims and demands of all persons whomsoever.

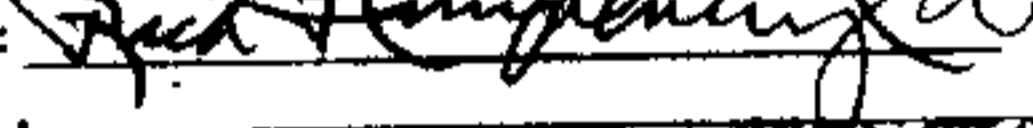
3. The parties acknowledge that the express purpose of this document is to simply substitute Lot 13, Cameron Woods for Lot 23, Cameron Woods as the same relate to the Mortgage and the Note and hereafter, the Mortgage and Note shall not apply to Lot 23, Cameron Woods but shall apply to Lot 13, Cameron Woods (together with the Other Property) and further that all terms and conditions and provisions of the Mortgage as originally written or amended and the Note as originally written or amended shall, (in addition to applying to the Other Property) apply to Lot 13, Cameron Woods.

4. Except for the Partial Release and Substitution of Security set forth herein, the Mortgage and the Note shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this the 12 day of January, 2000.

BANK:
COLONIAL BANK

MORTGAGOR:
NATALY WOODS, L.L.C.,
an Alabama Limited Liability
Company
by its Managing Member,
Prime Realty, Inc.,
an Alabama Corporation

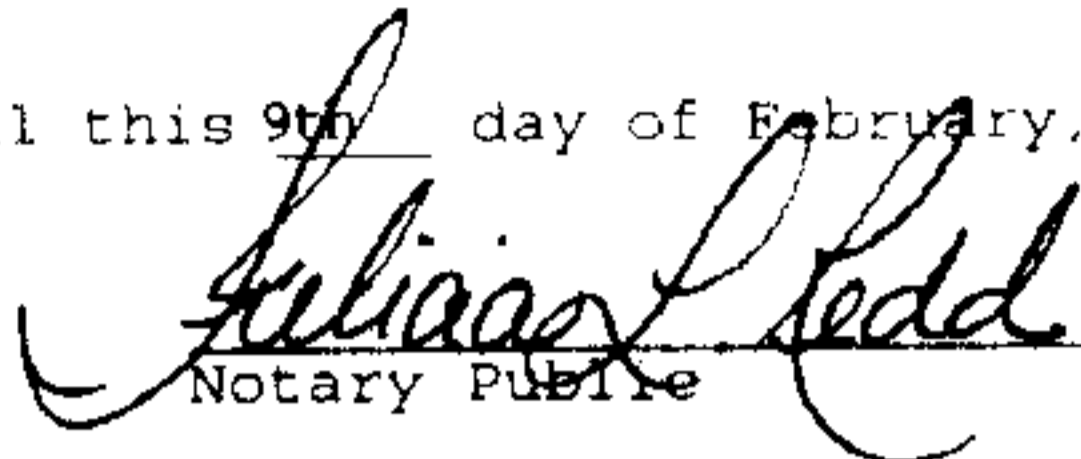
BY: 
ITS: SENIOR VICE PRESIDENT

BY: 
ITS: Vice President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Richard P. Humphrey III whose name as Senior Vice President of COLONIAL BANK, 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/she, as such officer and with full authority, executed the same voluntarily for and as the act of said Bank.

Given under my hand and seal this 9th day of February, 2000.



Notary Public

My Commission Expires: 07/07/02

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Concetta Givianpour, whose name as Vice President of Prime Realty, Inc., an Alabama Corporation, the Managing Member of NATALY WOODS, L.L.C., an Alabama Limited Liability Company, 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 as such officer and with full authority, executed the same voluntarily for and as the act of said corporation acting in its capacity as general partner of said limited partnership.

Given under my hand and seal this the 12th day of January, 2000.


Notary Public
My Commission Expires: 12/2/00

Inst # 2000-05168

03/18/2000-05168
11:08 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 NMS 13.50