

STATE OF ALABAMA)

SHELBY COUNTY)

PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to the undersigned, **AmSouth Bank** (the "Bank"), the Bank does hereby release and discharge from the lien and operation of that certain Mortgage, Security Agreement and Assignment of Rents and Leases executed in favor of it by **Pelham Parkway, L.L.C.**, dated as of August 25, 1998 and recorded in the Probate Office of Shelby County, Alabama, as Instrument No. 1998-33814, as amended by First Amendment thereto recorded in said Probate Office as Instrument No. 1999-10981 (the "Mortgage"), the following described lot or parcel of land to wit:

Lot 1, according to the Survey of Lot 1, Pelham Parkway Commercial Subdivision, as recorded in Map Book 26, Page 116, in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama; provided, however, that the Bank retains its lien on that certain 24' ingress/egress easement located on the eastern side of said Lot 1, as shown on the plat recorded in Map Book 26, Page 116, in the Probate Office of Shelby County, Alabama, and as reserved in that certain Statutory Warranty Deed dated March 3, 2000, executed by Pelham Parkway, L.L.C. in favor of D&G31, LLC.

The Bank acknowledges that in the event it forecloses on the Mortgage, said foreclosure will not extinguish the 24' ingress/egress easement referenced above, nor will said foreclosure affect fee simple title to Lot 1 referenced above.

It is understood that the execution of this Partial Release shall in no way operate to release or impair the lien or security of the Mortgage upon the property remaining subject thereto.

The Bank hereby agrees to subordinate the lien of its Mortgage to that certain non-exclusive perpetual easement described on Exhibit A attached hereto and made a part hereof (the "Access Easement"), which Access Easement is being conveyed by Pelham Parkway, L.L.C. to D&G31, LLC by Statutory Warranty Deed dated March 3, 2000. The Bank agrees that in the event it forecloses on the Mortgage, said foreclosure will not affect the existence of said Access Easement.

03/06/2000-06947
08:51 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CJ1 13.50

Inst # 2000-06947

IN WITNESS, AmSouth Bank, the undersigned, has caused this Partial Release to be executed as of this 29th day of February, 2000, by its duly authorized officer.

AMSOUTH BANK

By Lawrence Clark
Its Vice President

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Lawrence Clark, whose name as Vice President of AmSouth Bank, a state banking corporation, 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 Partial Release, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal this the 29 day of February, 2000.

Dawn H. Sharff
Notary Public

AFFIX SEAL

My commission expires: 1-4-01

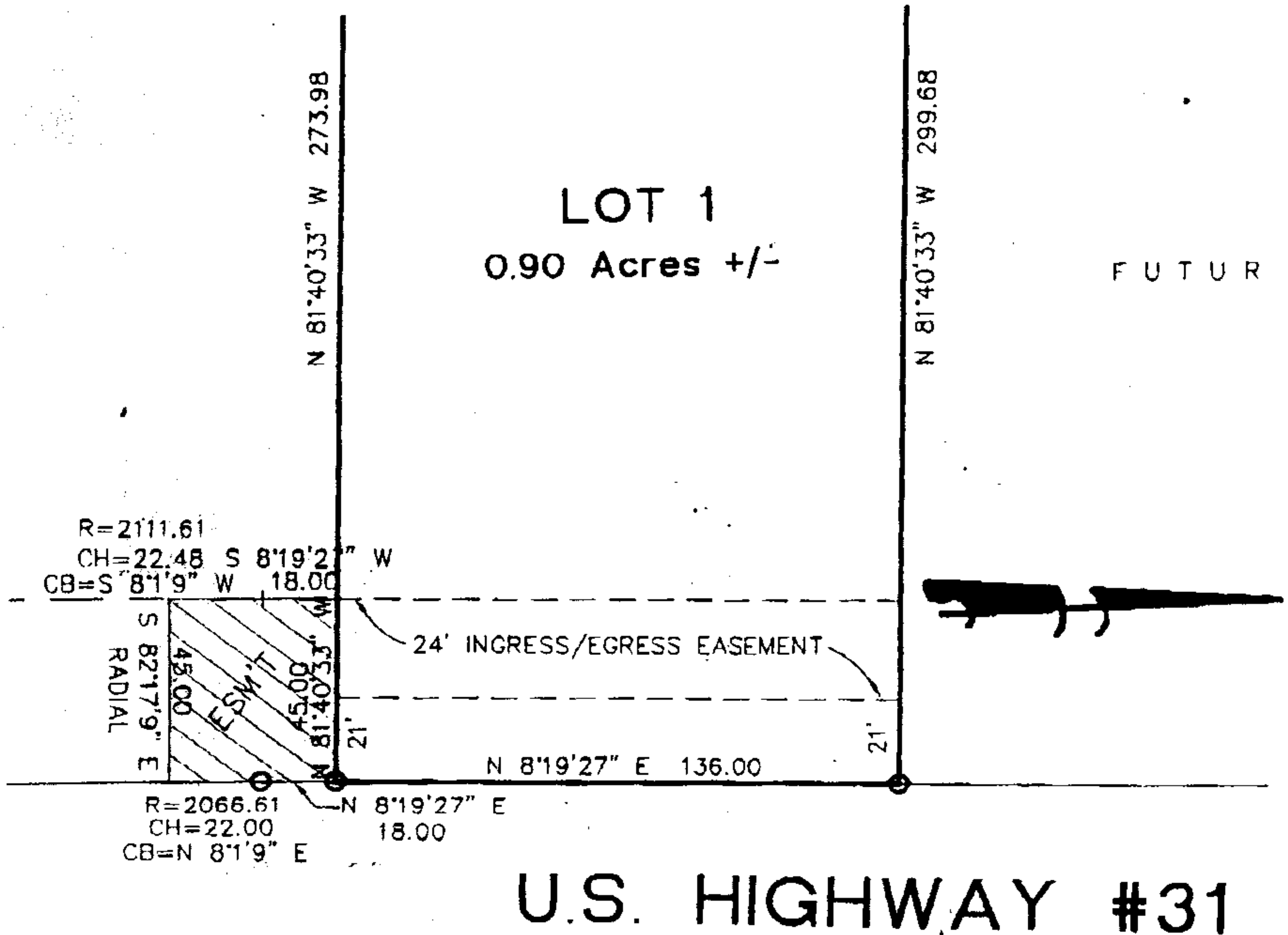
This instrument prepared by:

Dawn Helms Sharff, Esq.
Walston, Wells, Anderson & Bains, LLP
505 20th Street North, Suite 500
Birmingham, AL 35203
205-251-9600

ACCESS EASEMENT
FOR
INGRESS AND EGRESS

BEGIN at the Southeast corner of Lot 1, Pelham Parkway Commercial Subdivision, as recorded in Map Book 26, Page 116, in the Office of the Judge of Probate, Shelby County, Alabama; thence N81°40'33"W, along the south line of said Lot 1, a distance of 45.00'; thence S08°19'27"W, a distance of 18.00' to the beginning of a curve to the left having a radius of 2111.61', a central angle of 00°36'36" and subtended by a chord which bears S08°01'09"W, a chord distance of 22.48' thence along the arc of said curve 22.48'; thence S82°17'09"E along a line radial to said curve, a distance of 45.00' to its point of intersection with the west Right-of-Way line of U.S. Highway #31, said point also lying on a curve to the right, having a radius of 2066.61', a central angle of 00°36'36" and subtended by a chord which bears N08°01'09"E, a chord distance of 22.00' thence along the arc of said curve and said Right-of-Way line a distance of 22.0' to the end of said curve; thence N08°19'27"E, along said Right-of-Way line a distance of 18.00' to the POINT OF BEGINNING.
Containing 1,811 square feet, more or less.

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