

## PARTIAL RELEASE

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, the undersigned Joe L. Tidmore, Beverly Joyce Tidmore, Charles O. Tidmore and Brenda Joyce Tidmore (hereinafter referred to collectively as "Mortgagee") are the owners and holders of record of that certain Mortgage and Security Agreement (the "Mortgage") by COOSA OIL COMPANY, L.L.C., an Alabama limited liability company, and RICE LAND COMPANY, L.L.C., an Alabama limited liability company (hereinafter referred to collectively as "Mortgagor") to Tidmore Oil Co., Inc. ("Tidmore Oil") dated July 15, 1997, and recorded in Instrument 1997-22502 in the Office of the Judge of Probate of Shelby County, Alabama, in which Mortgage the land and other property described in the Mortgage was conveyed to Tidmore Oil (the "Mortgaged Property"), and which Mortgage, and all of Tidmore Oil's right, title and interest therein, was transferred and assigned by Tidmore Oil to the Mortgagee by Assignment of Mortgage dated December 2, 1998, and recorded in Instrument 1999-04329 in the Office of the Judge of Probate of Shelby County, Alabama, and

WHEREAS, for the consideration herein set out, the said Mortgagee has agreed to release from the lien of said Mortgage the land and other property described on the attached Schedule I (the "Release Property").

NOW, THEREFORE, in consideration of One and No/100 (\$1.00) Dollar and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the said Mortgagee does hereby release, remise, convey and quitclaim unto the said Mortgagor, its successors and assigns, from the lien, operation and effect of said Mortgage the Release Property.

As to all other land and other property described and conveyed in said Mortgage, any lien or encumbrance thereof shall remain in full force and effect, unaffected by this Partial Release.

Inst # 2000-09727

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03/27/2000-09727

11:51 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

004 MMS

16.00

IN WITNESS WHEREOF, each Mortgagee has hereunto set its hand and seal as of the 14th  
day of October, 1999.

Joe L. Tidmore  
Joe L. Tidmore

Beverly Joyce Tidmore  
Beverly Joyce Tidmore

Charles O. Tidmore  
Charles O. Tidmore

Brenda Joyce Tidmore  
Brenda Joyce Tidmore

STATE OF ALABAMA  
Shelby COUNTY

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Joe L. Tidmore, whose name is signed to the foregoing Partial Release and who is known to me, acknowledged before me on this day, that being informed of the contents of the Partial Release, he executed the same voluntarily effective as of the day the same bears date.

Given under my hand and official seal this 14 day of October, 1999.

Charles O. Tidmore  
Notary Public  
My Commission Expires: 02-20-2002

STATE OF ALABAMA  
Shelby COUNTY

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Beverly Joyce Tidmore, whose name is signed to the foregoing Partial Release and who is known to me, acknowledged before me on this day, that being informed of the contents of the Partial Release, she executed the same voluntarily effective as of the day the same bears date.

Given under my hand and official seal this 11th day of October, 1999.

Sara M. Vick  
Notary Public  
My Commission Expires: 5-14-2002

STATE OF ALABAMA

Shelby COUNTY

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **Charles O. Tidmore**, whose name is signed to the foregoing Partial Release and who is known to me, acknowledged before me on this day, that being informed of the contents of the Partial Release, he executed the same voluntarily effective as of the day the same bears date.

Given under my hand and official seal this 11<sup>th</sup> day of October, 1999.

Sara M. Vick

Notary Public

My Commission Expires: 5-14-2002

STATE OF ALABAMA

Shelby COUNTY

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **Beverly Joyce Tidmore**, whose name is signed to the foregoing Partial Release and who is known to me, acknowledged before me on this day, that being informed of the contents of the Partial Release, she executed the same voluntarily effective as of the day the same bears date.

Given under my hand and official seal this 11<sup>th</sup> day of October, 1999.

Sara M. Vick

Notary Public

My Commission Expires: 5-14-2002

## SCHEDULE I

RELEASE PROPERTY

Commence at the SE corner of Section 24, Township 20 South, Range 3 West; thence run North along the East line of said Section for 2003.27 feet to the Southerly right of way of I-65; thence 59° 08' 18" left run Northwesternly along said right of way for 372.95 feet to the Westerly right of way of McCain Parkway and the point of beginning; thence continue last described course for 297.07 feet to a concrete monument; thence 18° 35' left continue along said right of way for 107.36 feet; thence 98° 36' left run Southerly along said right of way 655.69 feet to the center of Pig Pen Creek; thence 80° 59' 35" left run Easterly along said creek for 242.10 feet to the Westerly right of way of McCain Parkway; thence 93° 28' 48" left to tangent of a curve to the right, having a radius of 1014.95 feet, run along said curve and right of way for 168.93 feet; thence continue along said right of way for 389.17 feet to the point of beginning.

Situated in Shelby County, Alabama.

Inst # 2000-09727

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SHELBY COUNTY JUDGE OF PROBATE

004 NMS 16.00