

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 2, according to the Survey of Pelham Parkway Commercial Subdivision, as recorded in Map Book 27, Page 44, 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 2, as shown on the plat recorded in Map Book 27, Page 44, in the Probate Office of Shelby County, Alabama, and as granted in that certain Ingress/Egress Easement Agreement dated as of August 1, 2000, executed by Pelham Parkway, L.L.C. and Mesquite Creek Development, Inc., and recorded as Instrument No. 2000-25928, in the Probate Office of Shelby County, Alabama.

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 2 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 Mesquite Creek Development, Inc. in that certain Ingress/Egress Easement Agreement dated as of August 1, 2000, and recorded as Instrument No. 2000-25928, in the Probate Office of Shelby County, Alabama. The Bank agrees that in the event it forecloses on the Mortgage, said foreclosure will not affect the existence of said Access Easement.

08/09/2000-27065
10:12 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 HNS 13.50

Inst # 2000-27065

IN WITNESS, AmSouth Bank, the undersigned, has caused this Partial Release to be executed as of this 7th day of August, 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 7 day of August, 2000.

Dawn S. Smith
Notary Public

AFFIX SEAL

My commission expires: _____

MY COMMISSION EXPIRES OCTOBER 27, 2002

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

Exhibit A

[Access Easement]

STATE OF ALABAMA

SHELBY COUNTY

A 24' wide Ingress/egress easement located in the NW 1/4-SW 1/4 of Section 24, Township 20, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the NW corner of the NW 1/4 of the SW 1/4 of said Section 24; thence N89°50'27"E along the north line of said 1/4-1/4 section, a distance of 191.81 feet to its intersection with the easterly Right of Way Line of a 100' wide CSX Rail Road Right of Way; thence S02°25'47"E along said ROW Line, a distance of 331.34 feet; thence S02°22'44"E along said ROW Line, a distance of 743.73 feet; thence leaving said ROW Line, N89°44'13"E, a distance of 199.68 feet to the centerline and the POINT OF BEGINNING of said 24' wide Ingress/egress easement, said point also being the beginning of a curve to the left, having a radius of 2,099.61 feet; a central angle of 03°39'11" and subtended by a chord which bears S1°20'20"E, a chord distance of 133.84 feet; thence along the arc of said curve and said centerline, a distance of 133.87 feet; thence N86°30'28"E along said centerline, a distance of 32.97 feet its intersection with the westerly Right of Way Line of U.S. Highway #31 (200' ROW) and the end of herein described easement.

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