

PARTIAL SATISFACTION OF MORTGAGE AND SECURITY AGREEMENT

Mortgagor (last name first):

Mortgage and Security Agreement (as recorded):

DAVID ACTON BUILDING CORPORATION

SHELBY County of Record

1999 50932 Volume Page

DECEMBER 17, 1999 Date of Record

4120 ASHINGTON DRIVE Mailing Address

BIRMINGHAM ALABAMA 35242 City State Zip

FRONTIER NATIONAL BANK Instrument Prepared By

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, Mortgagor has heretofore executed the Mortgage and Security Agreement referenced above in favor of FRONTIER NATIONAL BANK ("Mortgagee") to secure indebtedness identified therein the principal amount of \$ 12,750.00 owed by Mortgagor or another to Mortgagee; and

WHEREAS, Mortgagor has requested that Mortgagee surrender the real property described below unto the Mortgagor, and hold and retain the residue of the mortgaged real property identified in the Mortgage and Security Agreement and any amendment thereto to secure all indebtedness remaining due thereunder.

NOW, THEREFORE, in consideration of \$ 12,750.00 paid by Mortgagor to Mortgagee, Mortgagee does hereby grant, release and quitclaim unto Mortgagor, all of that part of the mortgaged real property described as follows:

LOT 10, ACCORDING TO THE SURVEY OF WILSON'S GLEN, 1ST SECTOR, AS RECORDED IN MAP BOOK 27 PAGE 47 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

Together with all right, title, and interest of Mortgagee pursuant to the Mortgage and Security Agreement in and to the buildings, improvements, fixtures, easements, rights of ways, appurtenances, royalties and profits thereunder belonging.

All other real property and other property described in the Mortgage and Security Agreement or any amendment thereto shall remain subject to the lien thereof.

TO HAVE AND TO HOLD the real property hereby released and quitclaimed to Mortgagor, and to the heirs, successors, and assigns of Mortgagor forever.

IN WITNESS WHEREOF, Mortgagee has caused this Partial Satisfaction of Mortgage and Security Agreement to be executed by its duly authorized officer or representative, this 16TH day of AUGUST, 2000.

MORTGAGEE: FRONTIER NATIONAL BANK

By: BEN MCMILLAN

STATE OF ALABAMA

COUNTY OF TALLADEGA

I, Gene Spadley, a Notary Public in and for said County, in said State, hereby certify that BEN MCMILLAN, whose name as EXECUTIVE VICE PRESIDENT of FRONTIER NATIONAL BANK, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, BEN MCMILLAN, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand and official seal, this 16TH day of AUGUST, 2000.

Gene Spadley Notary Public My commission expires:

This Instrument Prepared By:

FRONTIER NATIONAL BANK

P.O. BOX 349

201 8TH AVE. S.W.

CHILDERSBURG, AL 35044

Inst # 2000-28738

08/22/2000-28738 10:58 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 001 CJ1 8.50