

869327

1182-0000-32811

PARTIAL SATISFACTION-OF MORTGAGE AND SECURITY AGREEMENT

Mortgagor (last name first):

Acton Land Co., LLC

2232 Cahaba Valley Drive
Mailing Address

Birmingham AL 35242
City State Zip

Mortgage and Security Agreement (as recorded):

Shelby
County of Record

1999 27854
Volume Page

August 2, 1999
Date of Record

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 \$ 10,800.00 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 \$ 1.00 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 22, according to the Amended Map of Hanna Farms, as recorded in Map Book 26 Page 129 in the Probate Office of Shelby County, Alabama.

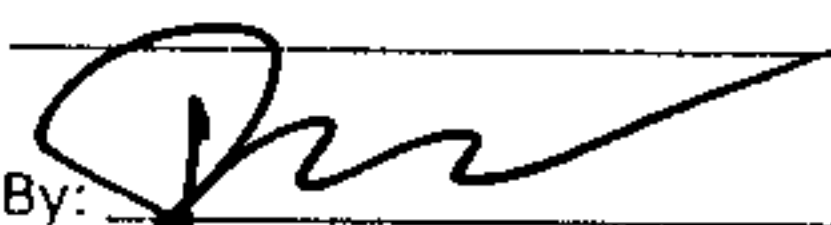
Together with all right, title, and interest of Mortgagee pursuant to the Mortgage and Security Agreement in and to the buildings, improvements, fixtures, easements, rights of ways, appurtenances, royalties and profits thereunder belonging.

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 7th day of September, 2000.

MORTGAGEE:


By: 
Ben McMillan,
Executive Vice President

STATE OF ALABAMA

COUNTY OF Talladega

I, Ben McMillan, a Notary Public in and for said County, in said State, hereby certify that Frontier National Bank, whose name as Executive Vice President of 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, 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 7th day of September, 2000.


Notary Public

My commission expires 09/19/2000-32811
Inst. # 2000-32811
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 1, 2002
BONDED THRU NOTARY PUBLIC UNDERWRITERS

This Instrument Prepared By:

Frontier National Bank
Childersburg Office
P.O. Box 349
Childersburg, AL 35044

09/19/2000-32811
10:30 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 CJ1 8.50