

509205

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 Childersburg Office  
Instrument Prepared By

2000-32812  
Inst #

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 Childersburg Office ("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 21, 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: Frontier National Bank Childersburg Office

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 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, 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.

Paula Barry  
Notary Public

My commission expires:

This Instrument Prepared By:

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

Inst # 2000-32812  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: June 1, 2002  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

09/19/2000-32812  
10:30 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
001 CJ1 8.50