

THIS INSTRUMENT PREPARED BY: (NAME) Priscilla M. McDanal Compass Bank  
(ADDRESS) 505 No 20th St. Birmingham, al 35203

STATE OF ALABAMA )  
COUNTY OF Shelby )

**FULL SATISFACTION OF RECORDED LIEN**

KNOW ALL MEN BY THESE PRESENTS, That, Compass Bank, a corporation, acknowledges full payment of the indebtedness secured by that certain mortgage executed by Tender Years Childcare Inc. and Gregory C. Beers, an individual on 8-18-93, which said mortgage was recorded in the office of the Judge of Probate Court of Shelby County, Alabama, in Book No. 1993, Page No. 26106 (and assigned to Book No. 1993 Page No. 26107), and does further hereby release and satisfy said mortgage.

**See attached Exhibit "A" Parcel II**

**See attached Addendum "A"**

Inst # 2001-13855

04/11/2001-13855  
11:29 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE  
003 MB 17.00

In Witness Whereof, Compass Bank, a corporation, has caused these presents to be executed this 3 day of April, ~~19~~ 2001.

Compass Bank  
By Gary Bishop  
Its: **Gary Bishop/Vice President**

STATE OF ALABAMA )  
COUNTY OF Jefferson )

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Gary Bishop whose name as Vice President of Compass Bank, a 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 the instrument, Gary Bishop as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and Official seal this 3 day of April 2001 ~~1999~~

Priscilla M McDanal  
Notary Public  
10-28-03

EXHIBIT "A"

Description of Mortgaged Property

The leasehold interest in the properties under the leases with Gregory C. Beer dated December 30, 1992, recorded in Real Volume \_\_\_\_\_, Page \_\_\_\_\_, as amended by Amendment No. 1 dated August 18, 1993, recorded in Real Volume \_\_\_\_\_, Page \_\_\_\_\_, in the Probate Office of Shelby County, Alabama (the "Leases").

Together with all contract rights, contracts, accounts receivables, and all other rights, including without limitation, the rights to receive the payment of "equity" under the Lease.

(Parcel I Property address: 719 4th Place, S.W., Alabaster, AL 35007)

Parcel I

A parcel of land situated in the NW 1/4 of SE 1/4 of Section 2, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the NE corner of NW 1/4 of SE 1/4 of Section 2, Township 21 South, Range 3 West and run West along the North line of said 1/4 1/4 for 728.08 feet to the most easterly right of way line of Alabama Highway #119; thence 36 degrees 56 minutes 00 seconds to the left and run Southwesterly along road right of way for 58.45 feet to the beginning of a curve to the left having a radius of 1232.49 feet and subtending a central angle of 8 degrees 07 minutes 38 seconds; run thence Southwesterly along arc of said curve for 174.83 feet to the point of beginning and also being a P.O.C. (point on curve) to the left having a radius of 1232.49 feet and subtending a central angle of 16 degrees 00 minutes 39 seconds; continue along arc of said curve for 344.41 feet; thence from tangent of said curve turn 87 degrees 22 minutes 22 seconds left and run Southeasterly for 217.10 feet to the most westerly right of way line of Old Montevallo Road; thence 90 degrees 00 minutes 00 seconds left and run Northeasterly along said right of way 341.78 feet; thence 90 degrees 00 minutes 00 seconds left and run Northwesterly for 184.92 feet to the point of beginning; being situated in Shelby County, Alabama.

(Parcel II property address: 2086-A Valleydale Terrace, Birmingham, AL 35244)

Parcel II

A tract of land situated in the SE 1/4 of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows: Commence at the Southeast corner of Section 25, Township 19 South, Range 3 West; thence run Westerly along the South line of said 1/4-1/4 section 639.70 feet to the point of beginning; thence continue along said course 225.38 feet; thence 121 degrees 20 minutes 03 seconds right 164.00 feet; thence 6 degrees 14 minutes 57 seconds right 49.49 feet; thence 96 degrees 05 minutes 03 seconds right 170.10 feet; thence 58 degrees 19 minutes 23 seconds right 63.23 feet to the point of beginning; being situated in Shelby County, Alabama.


RIDER  
ADDENDUM "A" TO ACCOMMODATION MORTGAGE OF  
TENDER YEARS CHILDCARE, INC.  
TO CENTRAL BANK OF THE SOUTH

1. Lender's rights if borrower fails to keep promises and agreements. If I fail to keep my promise or agreement set forth in, or otherwise default under, the Leases with Gregory C. Beers described below under "Description of Property", Lender may require that I pay immediately the entire amount then remaining unpaid under the Note and under this Second Mortgage.
2. Description of property. The leasehold interest in the property is under the leases with Gregory C. Beers, each lease dated December 30, 1992, recorded in Real Volume \_\_\_\_\_, Page \_\_\_\_\_, as amended by Amendment No. 1 dated August 18, 1993, recorded in Real Volume \_\_\_\_\_, Page \_\_\_\_\_, in the Probate Office of Shelby County, Alabama (the "Lease").

Together with all contract rights, contracts, account receivables, and all other rights, including without limitation, the right to receive the payment of "equity" under the Leases.

3. Security Agreement, Line on Personal Property. This Second Mortgage creates a line on the property described in this Second Mortgage to be a part of the property, and this Second Mortgage shall constitute a security agreement under the Uniform Commercial Code of the State of Alabama, or other law applicable to the creation of liens on personal property. I covenant and agree to execute, file and refile such financing statements, continuation statements or other documents as Lender shall require from time to time with respect to such personal property. If an event of default occurs, in addition to all other rights and remedies available to Lender, the Lender shall have all rights and remedies of a secured party under the Uniform Commercial Code of Alabama, all of which shall be cumulative.

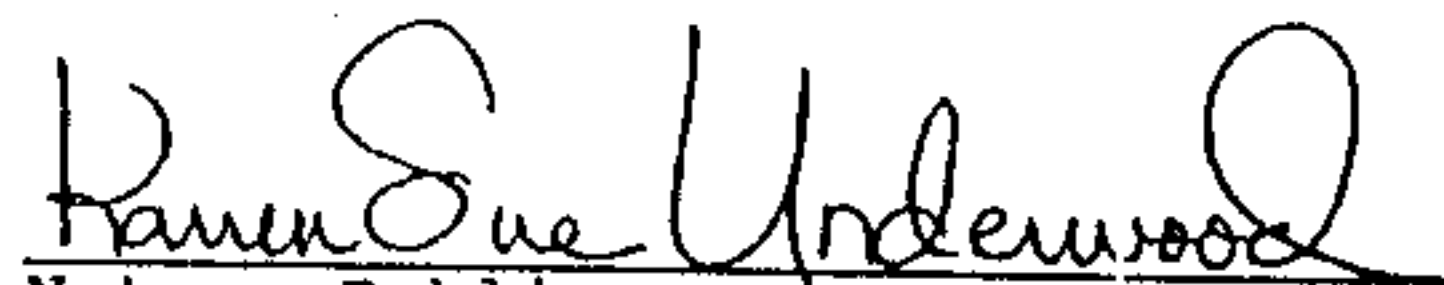
WITNESS WHEREOF, the borrower ("Mortgagor") has executed this Addendum "A" attachment.

\_\_\_\_\_  
 (SEAL)  
Gregory C. Beers

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public in and for said county and in said state, hereby certify that Gregory C. Beers, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of the instrument, he executed the same voluntarily and as his act on the day the same bears date.

Given under my hand and official seal this the 18th day of August, 1993.

  
Notary Public my comm. exp. 6/23/97

THIS INSTRUMENT WAS PREPARED BY: Richard W. Theibert, Attorney  
NAJJAR DENABURG, P.C.  
2125 Morris Avenue, Birmingham, Alabama 35203  
(205) 250-8400

Inst # 2001-13855

04/11/2001-13855  
11:29 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MB 17.00