

This instrument prepared by:  
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2001 Park Place, Suite 1400  
Birmingham, Alabama 35203-2736

Inst # 2001-22838

STATE OF ALABAMA )  
:  
SHELBY COUNTY )

PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, That:

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Citizens Federal Savings Bank ("Mortgagee") does hereby release the real property described below from the lien of that certain Mortgage executed by Charles S. Givianpour and Lake Heather Development Co., Inc. ("Mortgagor"), which is recorded in the Office of the Judge of Probate of Shelby County, Alabama in Instrument 2000/19757 ("Mortgage"). Mortgagee does hereby release, remise, quit claim, and convey unto Mortgagor, its successors, heirs and assigns all of the right, title, and interest of the undersigned in and to the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 39, according to the Survey of Lake Heather Estates, Givianpour Addition to Inverness, as recorded in Map Book 16, Page 121 A, B and C, in the Probate Office of Shelby County, Alabama and Lot 38-A, according to the Survey of Givianpour Lake Heather Resurvey, as recorded in Map Book 26, Page 71, in the Probate Office of Shelby County, Alabama.

Lot 38-A according to the Survey of Givianpours Lake Heather Resurvey, as recorded in Map Book 26, page 71, in the Probate Office of Shelby County, Alabama.

Together with a non-exclusive easement to use the private roadways, access easements and other easements, all more particularly described in the Declaration of Protective Covenants for Lake Heather Estates, as recorded in Instrument 1992/18226, as amended by Instrument 1992/26078, in the Probate Office of Shelby County, Alabama.

It is expressly understood and agreed that this release shall not in any manner affect the lien of the Mortgage as to the remainder of the property described in the Mortgage or the lien created by any of the other documents described above or the indebtedness secured thereby.

Mortgagee has caused this instrument to be executed by its officer thereunto duly authorized on or as of the 31<sup>st</sup> day of MAY, 2000.

CITIZENS FEDERAL SAVINGS BANK

By: [Signature]  
Its: Chairman / CEO

06/05/2001-22838  
12:04 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
001 MB 11.00

STATE OF ALABAMA )  
:  
COUNTY OF Jefferson )

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Bunny Stokes, whose name as CHAIRMAN of Citizens Federal Savings Bank, a 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 instrument, he, 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 31<sup>st</sup> day of May, 2001.

[Signature]  
Notary Public

[NOTARIAL SEAL]

My commission expires: 7-14-04