

PARTIAL SATISFACTION OF MORTGAGE AND SECURITY AGREEMENT

Mortgagor (last name first):	Mortgage and Security Agreement (as recorded):
Kimbrell Homes, Inc.	Shelby
	County of Record
	Inst # 2001-11644
	VolumePage
2035 Country Ridge Drive	03-29-01
Mailing Address	Date of Record
BirminghamAL35243	Shannon Masters
CityStateZip	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 \$ 165,000.00 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 \$ 75,000.00 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:

Parcel I - Lot 4, according to the survey of the Final Record Plat of Greystone Farms, Milner's Crescent Sector - Phase 4, as recorded in Map Book 24 Page 114 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

Parcel III - Lot 72, according to the final record Plat of Greystone Farms, Milner's Crescent Sector - Phase 3, as recorded in Map Book 23 Page 71 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

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 25th day of May, 2001.

MORTGAGEE: Frontier National Bank

By: Ben McMillan, its Executive Vice Pres

STATE OF ALABAMA

COUNTY OF Talladega

I, Shannon W. Masters, 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 25th day of May, 2001.

Shannon W. Masters
Notary Public
My commission expires: March 14, 2005

This Instrument Prepared By:

Frontier National Bank

Shannon Masters

PO Drawer 630

Sylacauga, AL 35150

Inst # 2001-31125

07/26/2001-31125

12:26 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

001 MSB 11.00