

**PARTIAL MORTGAGE RELEASE**

**STATE OF ALABAMA     }  
SHELBY COUNTY        }**

KNOWN ALL MEN BY THESE PRESENTS, that whereas, **Jane E. Marlow** executed a mortgage to First National Bank of Shelby County which is recorded in **Instrument Number 2001-46277**, in the Probate Office of **Shelby County**, Alabama.

Whereas, Jane E. Marlow desires to pay the sum of One and 00/100 Dollars to said First National Bank of Shelby County on said mortgage and to have the land described below released from said mortgage and said First National Bank of Shelby County desires to accept said consideration for the releasing of said property and agrees to release said land from said mortgage;

Now, therefore, the undersigned First National Bank of Shelby County in consideration of One and 00/100 Dollars being paid to said First National Bank of Shelby County in hand paid by the said Jane E. Marlow, the receipt whereof is hereby acknowledged, does hereby release, remise and quit claim unto the said Jane E. Marlow all the right, title and interest acquired under said mortgage in and to that part of the premises conveyed therein, and described as follows, to-wit;

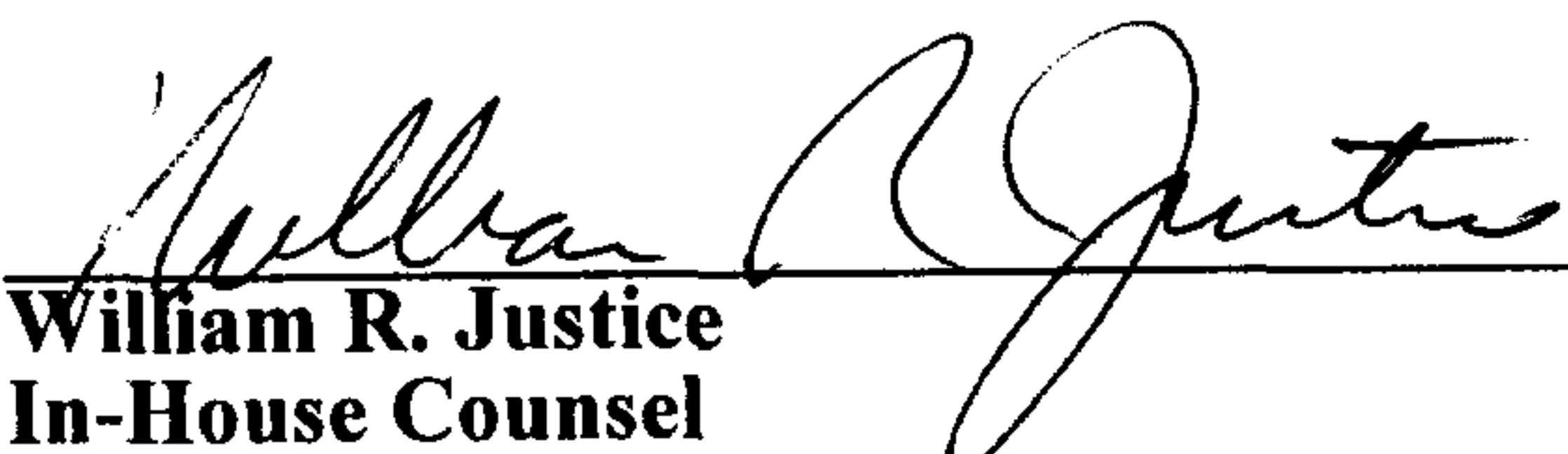
**Commence at the NW corner of the SE 1/4 of the SW 1/4 of Section 2, Township 20 South, Range 2 West, Shelby County, Alabama; thence South 88 deg. 42 min. 55 sec. East a distance of 273.33 feet to the POINT OF BEGINNING; thence South 89 deg. 18 min. 46 sec. East a distance of 193.04 feet; thence South 39 deg. 1 min. 31 sec. West a distance of 118.97 feet; thence South 25 deg. 9 min. 6 sec. East a distance of 165.49 feet; thence South 10 deg. 43 min. 13 sec. East a distance of 93.70 feet to the Northwestern right-of-way of Shelby County Hwy. 11; thence South 68 deg. 51 min. 52 sec. West along said right-of-way a distance of 226.34 feet; thence North 0 deg. 39 min. 21 sec. East and leaving said right-of-way a distance of 419.15 feet to the POINT OF BEGINNING.**

TO HAVE AND TO HOLD to the said Jane E. Marlow and to its or their successors and assigns forever.

It is understood and agreed that this release shall not in any way impair or affect the right of the said mortgagee to hold the remainder to the premises conveyed in said mortgage and not hereby released as security for that part of the mortgage indebtedness remaining unpaid on said mortgage.

IN WITNESS WHEREOF, the Grantor First National Bank of Shelby County has hereunto set its hands and seals this the 3rd day of May, 2002.

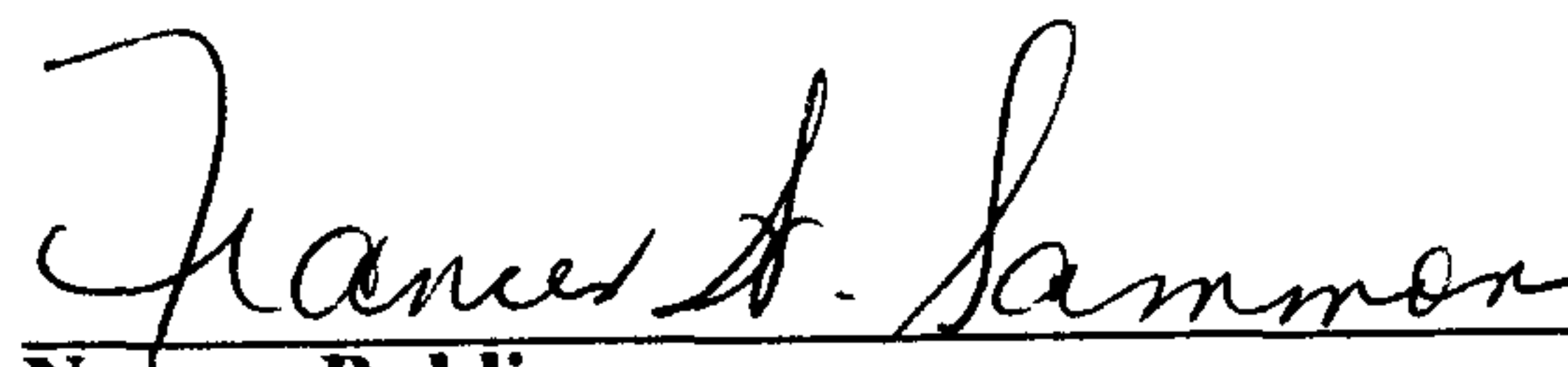
**FIRST NATIONAL BANK OF SHELBY COUNTY**

  
**William R. Justice**  
**In-House Counsel**

**STATE OF ALABAMA  
SHELBY COUNTY**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that William R. Justice whose name as In-House Attorney of First National Bank of Shelby County is signed to this instrument, and who is known to me acknowledged before me on this day that, being informed of the contents of such instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation (bank).

Given under my hand and seal this the 3rd day of May, 2002.

  
**Notary Public**

**My Commission Expires:** 5-24-04