

This instrument prepared by:  
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Sirote & Permutt, P.C.  
2311 Highland Avenue South  
Birmingham, Alabama 35205

PARTIAL RELEASE

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, the undersigned JOE L. TIDMORE, BEVERLY JOYCE TIDMORE, CHARLES O. TIDMORE AND BRENDA JOYCE TIDMORE (hereinafter referred to collectively as "Mortgagee") are the owners and holders of record of that certain Mortgage and Security Agreement (the "Mortgage") by COOSA OIL COMPANY, L.L.C., an Alabama limited liability company, and RICE LAND COMPANY, L.L.C., an Alabama limited liability company (hereinafter referred to collectively as "Mortgagor") to TIDMORE OIL CO., INC. ("Tidmore Oil") dated July 15, 1997, and recorded in Instrument 1997-22502 in the Office of the Judge of Probate of Shelby County, Alabama, in which Mortgage the land and other property described in the Mortgage was conveyed to Tidmore Oil (the "Mortgaged Property"), and which Mortgage, and all of Tidmore Oil's right, title and interest therein, was transferred and assigned by Tidmore Oil to the Mortgagee by Assignment of Mortgage dated December 2, 1998, and recorded in Instrument 1999-04329 in the Office of the Judge of Probate of Shelby County, Alabama, and

WHEREAS, for the consideration herein set out, the said Mortgagee has agreed to release from the lien of said Mortgage the land and other property described on the attached Schedule I (the "Release Property").

NOW, THEREFORE, in consideration of One and No/100 (\$1.00) Dollar and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the said Mortgagee does hereby release, remise, convey and quitclaim unto the said Mortgagor, its successors and assigns, from the lien, operation and effect of said Mortgage the Release Property.

As to all other land and other property described and conveyed in said Mortgage which has not heretofore been released, any lien or encumbrance thereof shall remain in full force and effect, unaffected by this Partial Release.

Handwritten: Hand 7/3/00

IN WITNESS WHEREOF, each Mortgagee has hereunto set its hand and seal as of the 16<sup>th</sup> day of Dec, 2002.

Joe L. Tidmore  
Joe L. Tidmore

Beverly Joyce Tidmore  
Beverly Joyce Tidmore

Charles O. Tidmore  
Charles O. Tidmore

Brenda Joyce Tidmore  
Brenda Joyce Tidmore

STATE OF ALABAMA  
Jeff COUNTY

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Joe L. Tidmore, whose name is signed to the foregoing Partial Release and who is known to me, acknowledged before me on this day, that being informed of the contents of the Partial Release, he executed the same voluntarily effective as of the day the same bears date.

Given under my hand and official seal this 16<sup>th</sup> day of Dec., 2002

Dian E. Grull  
Notary Public  
My Commission Expires: 5/7/03

STATE OF ALABAMA  
Jeff COUNTY

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Beverly Joyce Tidmore, whose name is signed to the foregoing Partial Release and who is known to me, acknowledged before me on this day, that being informed of the contents of the Partial Release, she executed the same voluntarily effective as of the day the same bears date.

Given under my hand and official seal this 16<sup>th</sup> day of Dec., 2002

Dian E. Grull  
Notary Public  
My Commission Expires: 5/7/03

STATE OF ALABAMA

Jeff COUNTY

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Charles O. Tidmore, whose name is signed to the foregoing Partial Release and who is known to me, acknowledged before me on this day, that being informed of the contents of the Partial Release, he executed the same voluntarily effective as of the day the same bears date.

Given under my hand and official seal this 16<sup>th</sup> day of Dec., 2002

Dian E. Hill

Notary Public

My Commission Expires: 5/7/03

STATE OF ALABAMA

Jeff COUNTY

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Beverly Joyce Tidmore, whose name is signed to the foregoing Partial Release and who is known to me, acknowledged before me on this day, that being informed of the contents of the Partial Release, she executed the same voluntarily effective as of the day the same bears date.

Given under my hand and official seal this 16<sup>th</sup> day of Dec., 2002

Dian E. Hill

Notary Public

My Commission Expires: 5/7/03

SCHEDULE I

RELEASE PROPERTY

Commence at the SE corner of the NW 1/4 of the NW 1/4, Section 23, Township 21 South, Range 3 West and run Westerly along South line of said 1/4-1/4 section 8.6 feet; thence turn right 98° 43' and run Northerly 272.20 feet to a point on the Westerly right-of-way of Alabama Highway 119, said point also being the Point of Beginning; thence continued along last described course and along said right-of-way, 190.00 feet; thence turn left 100° 51' 54" and run Southwesterly 250.00 feet; thence turn left 79° 08' 06" and run Southwesterly 190.00 feet; thence turn left 100° 51' 54" and run Northeasterly 250.00 feet to the point of beginning.

Situated in Shelby County, Alabama.