

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 lands and other property described on the attached Schedule I (collectively the "Release Properties").

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 each of the Release Properties.

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: 8 and 10-11

IN WITNESS WHEREOF, each Mortgagee has hereunto set its hand and seal as of the 28 day
of Jan, 2003.

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 28th day of January, 2003.

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 28th day of January, 2003.

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 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 28th day of January 2003.

Dian E. Lrell

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 Brenda 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 28th day of January 2003.

Dian E. Lrell

Notary Public

My Commission Expires: 5/7/03

SCHEDULE I
RELEASE PROPERTIES

A parcel of land situated in the Northwest 1/4 of the Northwest 1/4 of Section 32, Township 21 South, Range 2 West, and being more particularly described as follows: Commence at the Northwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 32, Township 21 South, Range 2 West; thence South 87°19'32" East a distance of 420.65 feet to the Southwesterly right of way line of Shelby County Highway No. 87 (R.O.W. varies); thence South 24°24'46" East along said right of way line a distance of 43.90 feet to a point on a curve to the right having a radius of 1,352.39 feet and a central angle of 4°12'36"; thence along said right of way line and the arc of said curve a distance of 99.37 feet, said arc subtended by a chord which bears South 22°18'33" East a distance of 99.35 feet to the end of said curve; thence South 29°56'26" East along said right of way line a distance of 97.04 feet to a point on a non-tangent curve to the right having a radius of 1,372.39 feet and a central angle of 2°30'18"; thence along said right of way line and the arc of said curve a distance of 60.00 feet, said arc subtended by a chord which bears South 14°48'14" East a distance of 59.99 feet to the point of beginning, and to a point on a curve to the right having a radius of 1,372.39 feet and a central angle of 5°17'32"; thence along said right of way line and the arc of said curve a distance of 126.76 feet, said arc subtended by a chord which bears South 10°54'19" East a distance of 126.72 feet, to a concrete right of way monument, said monument lying on a curve to the right having a radius of 1,372.39 feet and a central angle of 7°17'37"; thence leaving said right of way line and along the arc of said curve a distance of 174.70 feet, said arc subtended by a chord which bears South 4°36'45" East a distance of 174.59 feet, to the end of said curve; thence South 89°02'04" West, radial to the last described curve, a distance of 250.00 feet; thence North 7°21'03" West a distance of 250.00 feet; thence North 77°21'24" East a distance of 250.00 feet to the point of beginning.

SCHEDULE I
RELEASE PROPERTIES

A lot in the Northwest 1/4 of the Southwest 1/4, Section 25, Township 20, Range 3 West, more particularly described as follows: Begin at a point where the west margin of the Right of way of U.S. Highway No. 31 intersects the North boundary of said Quarter-Quarter section and run thence westerly along the North Boundary of said Quarter-Quarter section 156.20 feet; thence south 7° 01' west 944.20 feet to the west margin of said right of way of said U.S. Highway No. 31; thence run north 16° 15' east along the west boundary of said right of way 970.22 feet to the point of beginning, Less and Except the north 350 thereof. Subject to easements and rights of way of record.

the ownership of a portion of said lot having been changed by document recorded in Deed Book 364, page 806, Shelby County, Alabama, said lot is better described as follow:

Commence at the northwest corner of the Northwest 1/4 of the Southwest 1/4 of section 25, Township 20 South, Range 3 Shelby County, Alabama, thence run southerly along the west line of said 1/4-1/4 section for 373.97 feet; thence turn 81° 19' 53" left and run southeasterly for 652.61 feet to the point of beginning; thence turn 90° 57' 10" left and run northeasterly for 125.14 feet; thence turn 83° 17' 01" right and run easterly for 100.25 feet to a point on the westerly right of way line of U. S. Highway No. 31; thence turn 104° 19' 43" right and run southwesterly along said road right of way for 321.85 feet; thence turn 75° 27' 22" right and run westerly for 45.12 feet; thence turn 93° 13' 47" right and run Northerly for 188.00 feet to the Point of beginning.