

342 m/ Woolley  
STATE OF ALABAMA  
JEFFERSON COUNTY  
SHELBY COUNTY

2 0 0 3 0 8 / 7 9 8 6

Record in Bessemer  
Record in Birmingham  
Record in Columbiana

20030619000385630 Pg 1/4 20.00  
Shelby Cnty Judge of Probate, AL  
06/19/2003 12:46:00 FILED/CERTIFIED

## PARTIAL SATISFACTION OF RECORDED LIEN

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, HERITAGE BANK, acknowledges sufficient payment of the indebtedness secured by that certain Real Property Mortgage executed by **Robert E. Lacey, Regena K. Lacey, Valerie L. Simmons (also known as Valerie Simmons), Jeffery L. Simmons (also known as Jeffery Simmons), Victor B. Simmons (also known as Victor Simmons) and Louphelia G. Simmons**, which is recorded in the Office of the Judge of Probate of Jefferson County (Bessemer Division), Alabama as Instrument No. **200161/7601**, in the Office of the Judge of Probate of Jefferson County, Alabama (Birmingham Division) as Instrument No. **200107/6316**, in the Office of the Judge of Probate of Shelby County, Alabama as Instrument No. **2001/26313** to release therefrom the following described property, and the undersigned does further hereby release and satisfy said Mortgage as to the following described property, to wit:

PARCEL II: Lot 165, according to the Survey of Smithfield Forest, Sixth Sector, as recorded in Map Book 30, page 72, in the Probate Office of Jefferson County, Alabama, Bessemer Division

PARCEL III: Lot 5, according to the Survey of Dearing Downs, Third Addition, as recorded in Map Book 8, page 15, in the Probate Office of Shelby County, Alabama.

PARCEL IV: Lots 23 and 24, Block 13, according to the Survey of Highland Lake Land Company Resurvey of part of Blocks 12, 13, 16, as recorded in Map Book 16, page 30, in the Probate Office of Jefferson County, Alabama.

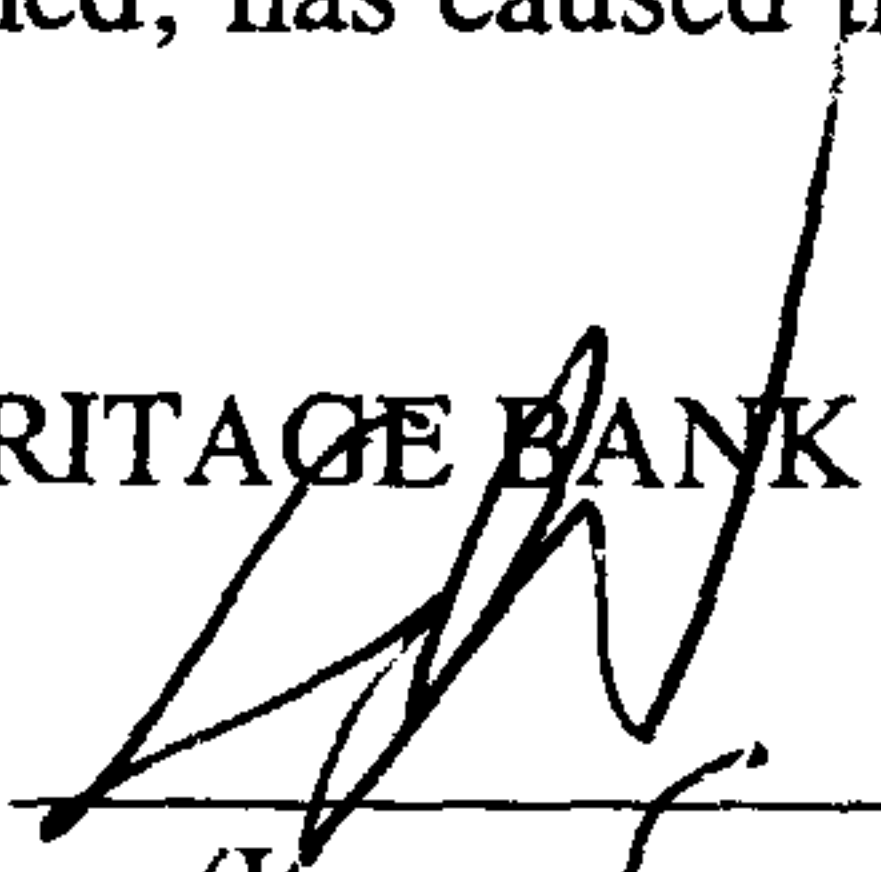
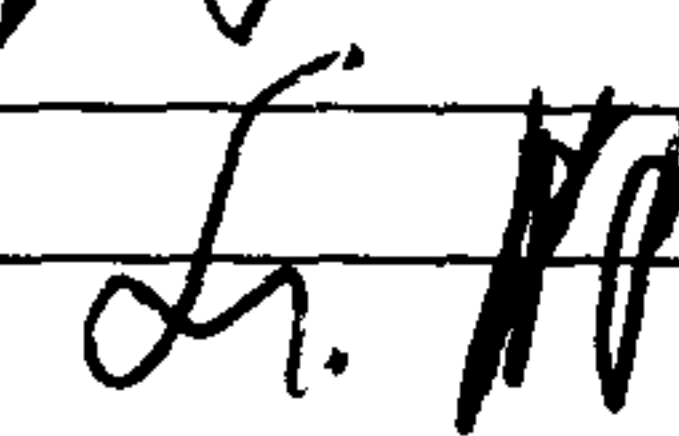
Nothing contained in this release and satisfaction should be construed to release from the above described mortgage any property that is not specifically described above, and such mortgage shall remain in full force and effect as to all property described therein, less that specific piece of property described above and released hereby.

IN WITNESS WHEREOF, the undersigned, has caused these presents to be executed this \_\_\_\_ day of September, 2002.

HERITAGE BANK

BY:

(Its

  
\_\_\_\_\_  
L. 

STATE OF ALABAMA  
JEFFERSON COUNTY

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Edmund  
A. Terrell, whose name as Senior Vice President of HERITAGE BANK, a corporation, and  
who is known to me, acknowledged before me on this day that, being informed of the contents of said Agreement,  
he/she as such officer, and with full authority, executed the same voluntarily, as an act of said corporation.

Given under my hand and official seal, this the 23<sup>rd</sup> day of September, 2002.

Belinda Jean Clay  
NOTARY PUBLIC NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
My Commission Expires: MY COMMISSION EXPIRES: Sept 12, 2004  
~~BONDED THRU NOTARY PUBLIC UNDERWRITERS~~

This Instrument Prepared By:  
William B. Hairston III  
ENGEL HAIRSTON & JOHANSON, P.C.  
P.O. Box 370027  
Birmingham, Alabama 35237

## **RELEASE OF OBLIGORS**

**THIS AGREEMENT** is entered into by and between **Robert E. Lacey and Regena K. Lacey** (hereinafter jointly, severally and collectively "Remaining Guarantors"), **R2J2 MARKETING GROUP, INC. (doing business as BIRMINGHAM BEAUTY SUPPLY)** (hereinafter "Borrower"), and the **HERITAGE BANK** (hereinafter "Lender").

**WHEREAS**, Remaining Guarantors executed and delivered to Lender a Guaranty dated June 14, 2001 (hereinafter "Guaranty") of a note of even date executed by Borrower in the original principal amount of \$250,000.00 (hereinafter "Note").

**WHEREAS**, Borrower and Remaining Guarantors have now requested that **Valerie L. Simmons (also known as Valerie Simmons), Jeffery L. Simmons (also known as Jeffery Simmons), Victor B. Simmons (also known as Victor Simmons), and Louphelia G. Simmons** be released from liability upon their guarantees of the Note.

**THEREFORE**, in consideration of the premises and other good and valuable consideration, the sufficiency of which is hereby acknowledged by all parties, Lender agrees to and herewith does forever release and discharge **Valerie L. Simmons (also known as Valerie Simmons), Jeffery L. Simmons (also known as Jeffery Simmons), Victor B. Simmons (also known as Victor Simmons), and Louphelia G. Simmons** from any and all civil liability, claims and/or actions which Lender or its successors and/or assigns may now have, or hereafter have, arising out, or as the result of the aforesaid Note or of the guarantees executed by **Valerie L. Simmons (also known as Valerie Simmons), Jeffery L. Simmons (also known as Jeffery Simmons), Victor B. Simmons (also known as Victor Simmons), and Louphelia G. Simmons** in connection with such Note.

**HOWEVER**, all other conditions set forth in the Guaranty, Note and/or its security instruments remain unchanged.

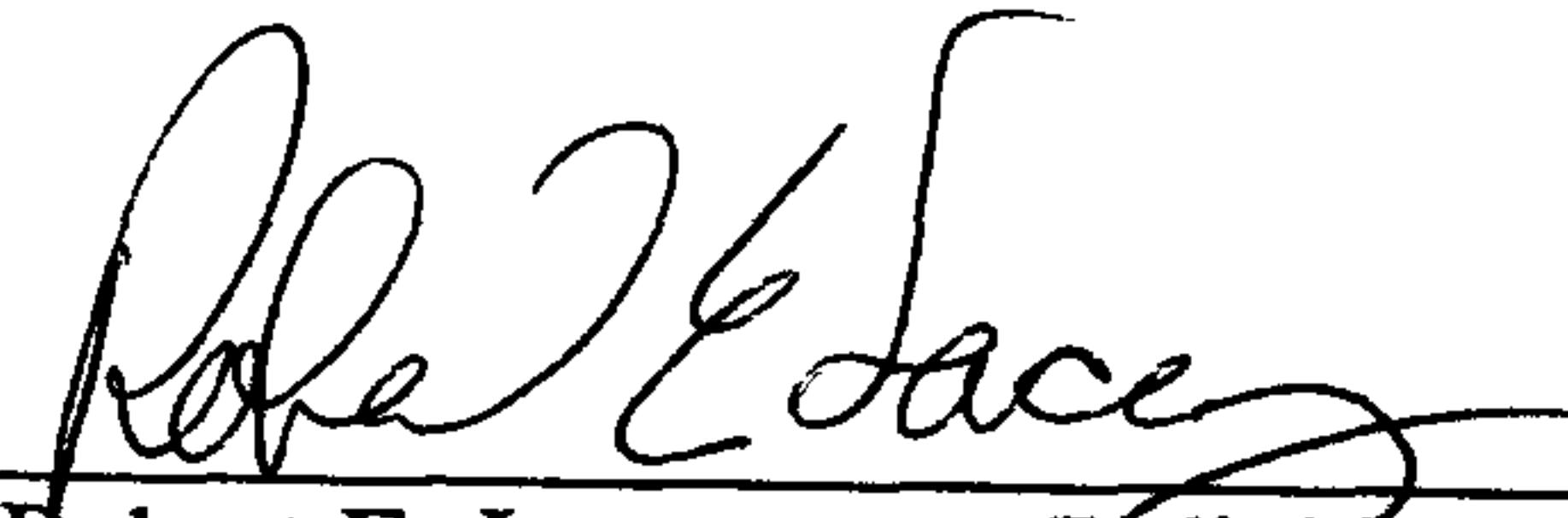
Borrower and Remaining Guarantors hereby authorize and direct Lender to take action necessary to conform the original Note, security instruments, and/or other collateral documents to the terms as herein modified; and by these presents accept and confirm their liability under the said Note, security instruments and/or other collateral documents.

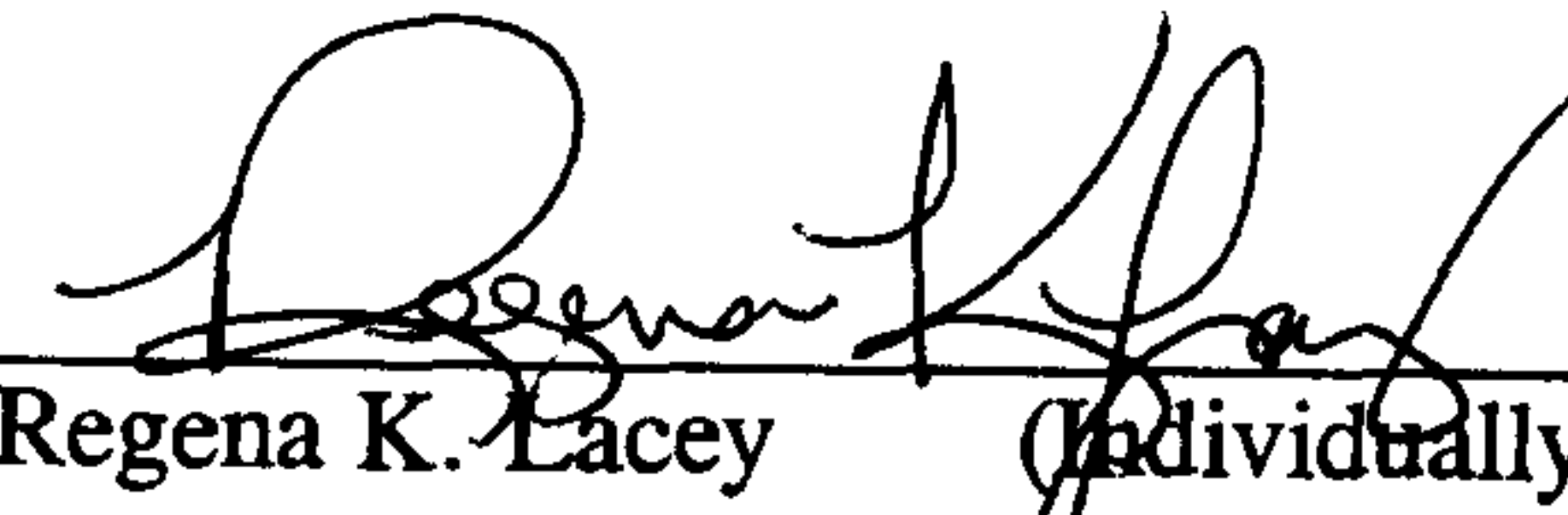
Borrower and Remaining Guarantors further agree that this Release shall in no way affect or otherwise release any collateral held by Lender as security for the said Note and acknowledge and agree that all collateral held by Lender as security for the said Note shall continue to secure the said Note to the same extent and in the same manner as though the foregoing Release had not

been effected.

IN WITNESS WHEREOF, the parties have executed this instrument on this \_\_\_\_ day of September, 2002.

**REMAINING GUARANTORS:**

  
Robert E. Lacey (Individually) L.S.

  
Regena K. Lacey (Individually) L.S.


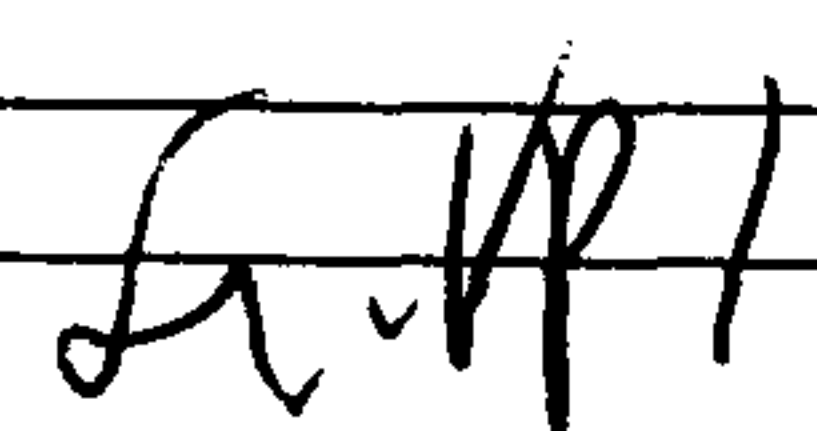
**BORROWER:**

**R2J2 MARKETING GROUP, INC. (doing business as BIRMINGHAM BEAUTY SUPPLY)**

By:   
Robert E. Lacey (Its President)

**LENDER:**

**HERITAGE BANK**

By:   
(Its )

State of Alabama - Jefferson County  
I certify this instrument filed on:  
**2003 JUN 05 P.M. 14:13**  
Recorded and \$ \_\_\_\_\_ Mtg. Tax  
and \$ \_\_\_\_\_ Deed Tax and Fee Amt.  
\$ **7.00** Total \$ **7.00**  
MICHAEL F. BOLIN, Judge of Probate



Recorders note:  
Customer request to file  
as one document.