



This instrument prepared by:
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1400 SouthTrust Tower
Birmingham, Alabama 35203

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.

IN WITNESS WHEREOF, each Mortgagee has hereunto set its hand and seal as of the 12
day of July, 2001.

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
Shelby 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 6 day of July, 2001.

Brenda W. Blacketty
Notary Public
My Commission Expires: 4-6-04

STATE OF ALABAMA
Shelby 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 12 day of July, 2001.

Sheela L. Finley
Notary Public
My Commission Expires: 9/11/04

STATE OF ALABAMA
Shelby 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 12 day of July, 2001.

Shelby R. Finley
Notary Public
My Commission Expires: 9/11/04

STATE OF ALABAMA
Shelby 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 6 day of July, 2001.

Brenda W. Blackwell
Notary Public
My Commission Expires: 4-6-04

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SCHEDULE I

RELEASE PROPERTY

A parcel of land in the South 1/2 of the SW 1/4 of Section 11, Township 21 South, Range 3 West, Shelby County, Alabama; being situated in Shelby County, Alabama described as follows: Commence at the southwest corner of Section 11, Township 21 South, Range 3 West, Alabaster, Shelby County, Alabama and run thence North 00° 12' 10" West along the west line of said Section 11 a distance of 67.13 feet to a point on the north right of way line of Shelby County Highway No. 26; thence run North 89° 52' 50" East along the said right of way line of said Highway 26 a distance of 1,137.04 feet to the point of beginning of the property being described; thence continue along last described course 230.89 feet to a point on the proposed new right of way of Alabama Highway No. 119; thence run North 24° 26' 23" East along the proposed new westerly right of way line of said Alabama State Highway No. 119 distance of 207.50 feet to a point; thence run South 89° 52' 50" West a distance of 230.89 feet to a point; thence run South 24° 26' 23" West a Distance of 207.50 feet to the point of beginning; being situated in Shelby County, Alabama.