

STATE OF ALABAMA)

COUNTY OF SHELBY)

PARTIAL RELEASE OF MORTGAGE AND SUBSTITUTION OF SECURITY

This Partial Release of Mortgage and Substitution of Security made this 10th day of July, 2002, by and between **FRONTIER NATIONAL BANK** (herein referred to as "Bank") and **CHARLES GIVIANPOUR and LAKE HEATHER DEVELOPMENT CO., INC.** (herein referred to as "Mortgagor").

WHEREAS, Mortgagor is the fee simple owner of Lot 39, according to the Survey of Lake Heather Estates, as recorded in Map Book 16, Page 121 A, B & C, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama, (Lot 39, Lake Heather Estates) and

WHEREAS, Bank holds a Mortgage as recorded in Instrument No. 2001-22839, in the Probate Office of Shelby County, Alabama (herein the "Mortgage") securing a Note executed by CHARLES GIVIANPOUR and LAKE HEATHER DEVELOPMENT CO., INC., which Mortgage encumbers in a first lien status Lot 39, Lake Heather Estates, together with other property (herein the "Other property").

WHEREAS, Mortgagor is desirous of conveying Lot 39, Lake Heather Estates, free and clear of the Mortgage and substituting in place of Lot 39, Lake Heather Estates, that property described as follows:

Lots 1 and 45, according to the Survey of Lake Heather Estates, as recorded in Map Book 16, Page 121 A, B & C, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama (Lots 1 and 45, Lake Heather Estates).

WHEREAS, Bank has agreed to release Lot 39, Lake Heather Estates, from the Mortgage, so long as the Note and Mortgage apply to Lots 1 and 45, Lake Heather Estates and the other property in a first lien status.

NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein and the sum of Ten Dollars and other good and valuable consideration in hand paid by Mortgagor to Bank, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Bank releases Lot 39, according to the Survey of Lake Heather Estates, as recorded in Map Book 16, Page 121 A, B & C, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

2. In consideration of the Note and in order to secure the same, any other indebtedness or obligation of Mortgagor to Bank, whether as principal debtor, endorser, guarantor or otherwise, whether now existing or hereafter incurred, Mortgagor grants, bargains, sells and conveys to Bank under the exact terms, and intending to be made a part of the Mortgage recorded in Instrument#2001-22839, in the Probate Office of Shelby County, Alabama, Lots 1 and 45, according to the Survey of Lake Heather Estates, as recorded in Map Book 16, Page 121 A, B & C, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama

TO HAVE AND TO HOLD, together with all and singular the rights, tenants, hereditaments and appurtenances thereunto belonging or in anyway appertaining, unto the Bank, its successors or assigns, in fee simple, upon the exact terms and conditions of the Mortgage and Note. And Mortgagor, for itself, its successors and assigns, does hereby covenant with Bank that it is lawfully seized in fee simple of Lots 1 and 45, Lake Heather Estates and that it has a good right to sell and convey the same and that Lots 1 and 45, Lake Heather Estates is free from encumbrances; and that it warrants and will forever defend the title to Lots 1 and 45, Lake Heather Estates, against the lawful claims and demands of all persons whomsoever.

3. The parties acknowledge that the express purpose of this document is to simply substitute Lots 1 and 45, Lake Heather Estates for Lot 39, Lake Heather Estates as the same relate to the Mortgage and the Note and hereafter, the Mortgage and Note shall not apply to Lot 39, Lake Heather Estates but shall apply to Lots 1 and 45, Lake Heather Estates (together with the Other Property) and further that all terms and conditions and provisions of the Mortgage as originally written or amended and the Note as originally written or amended shall, (in addition to applying to the Other Property) apply to Lots 1 and 45, Lake Heather Estates.

4. Except for the Partial Release and Substitution of Security set forth herein, the Mortgage and the Note shall continue in full force and effect.

CLAYTON T. SWEENEY, ATTORNEY AT LAW

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this the 10th day of July, 2002.

BANK:
FRONTIER NATIONAL BANK

BY: Rhonda Smith
ITS: Sr. Vice President

MORTGAGOR:
LAKE HEATHER DEVELOPMENT CO.,
INC.,
an Alabama Corporation

BY: C-S.
Charles S. Givianpour
ITS: President

C-S.
Charles S. Givianpour, Individually

STATE OF ALABAMA)
~~JEFFERSON COUNTY)~~
Talladega

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Rhonda Smith, whose name as Sr. Vice President, of FRONTIER NATIONAL BANK, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said Bank.

Given under my hand and seal this 10th day of July, 2002.

Amanda L. Coleman
Notary Public

20040127000044310 Pg 2/2 14.00
Shelby Cnty Judge of Probate, AL
01/27/2004 14:02:00 FILED/CERTIFIED

My Commission Expires:
June 19, 2007

My Commission Expires: _____

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that CHARLES S. GIVIANPOUR, whose name as President of LAKE HEATHER DEVELOPMENT CO., INC., an Alabama Corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this the 10th day of July, 2002.

[Signature]
Notary Public
My Commission Expires: _____

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that CHARLES S. GIVIANPOUR, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 10th day of July, 2002.

[Signature]
Notary Public
My Commission Expires: _____