

COUNTY OF SHELBY)

This Partial Release of Mortgage and Substitution of Security made this 8<sup>th</sup> day of January, 2003, by and between **Alamerica Bank** (herein referred to as "Bank") and **South Grande View Development Co., Inc., an Alabama Corporation** ( herein referred to as "Mortgagor").

WHEREAS, Bank holds a Mortgage as recorded in Instrument No. 20030204000066000 in the Probate Office of Shelby County, Alabama (herein the "Mortgage") and UCC-1 recorded in Instrument #20030204000065990 in the Probate Office of Shelby County, Alabama (Herein the "UCC-1") securing a Note executed by South Grande View Development Co., Inc., which Mortgage encumbers in a first lien status Lot 638, Grande View Estates, together with other property, (hereinafter the "Other property").

Lot 632, according to the Survey of Grande View Estates, Givianpour Addition to Alabaster, 6<sup>th</sup> Addition as recorded in Map Book 32, Page 48 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama (Hereinafter referred to as Lot 632, Grande View Estates).

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 from the Mortgage and UCC-1, Lot 638, according to the Survey of Grande View Estates, Givianpour Addition to Alabaster, 6th Addition, as recorded in Map Book 32, Page 48, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

CLAYTON T. SWEENEY, ATTORNEY AT LAW  
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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#200302040000655990 in the Probate Office of Shelby County, Alabama, Lot 632, according to the Survey of Grande View Estates, Givianpour Addition to Alabaster, 6th Addition, as recorded in Map Book 32, Page 48, 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 Lot 632, Grande View Estates and that it has a good right to sell and convey the same and that Lot 632, Grande View Estates is free from encumbrances; and that it warrants and will forever defend the title to Lot 632, Grande View 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 Lot 632, Grande View Estates for Lot 638, Grande View Estates, as the same relate to the Mortgage and the Note and hereafter, the Mortgage and Note shall not apply to Lot 638, Grande View Estates, but shall apply to Lot 632, Grande View 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 Lot 632, Grande View 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this the 8<sup>th</sup> day of January, 2004.

BANK:

ALAMERICA BANK

BY: Matt Rockett

ITS: VICE PRESIDENT

MORTGAGOR:

South Grande View Development Co., Inc.,  
an Alabama Corporation

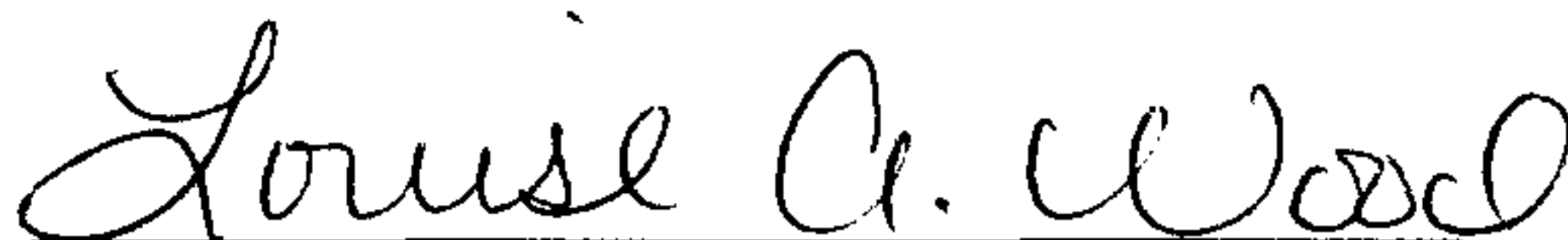
BY: Concetta S. Givianpour

ITS: Vice-President

STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Man Rocket, whose name as VICE PRESIDENT, of ALAMERICA 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 8 day of January, 2004.



Notary Public

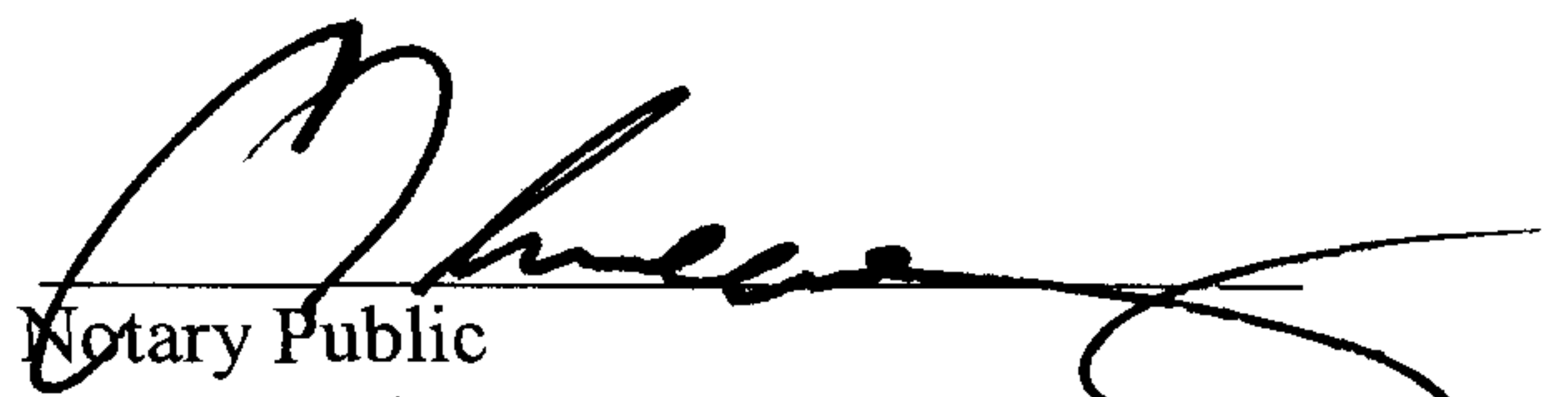
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: June 28, 2006  
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

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 Concetta S. Givianpour, whose name as Vice-President of South Grande View 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, she 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 9th day of January, 2004.

  
Notary Public  
My Commission Expires: 6-5-2007