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Shelby Cnty Judge of Probate, AL  
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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 Aliant Bank (hereinafter referred to as the "Bank") is the owner and holder of record of each of the following:

(a) that certain Mortgage and Security Agreement (the "Mortgage") executed by Coosa United Properties, L.L.C., an Alabama limited liability company (the "Borrower"), in favor of the Bank, dated September 18, 1997, and filed for record in the Office of the Judge of Probate of Shelby County, Alabama, on September 18, 1997, in Inst. #1997-30074; and

(b) that certain Assignment of Rents and Leases (the "Assignment of Rents") executed by the Borrower in favor of the Bank, dated September 18, 1997, and filed for record in the Office of the Judge of Probate of Shelby County, Alabama, on September 18, 1997, in Inst. #1997-30075,

in which Mortgage and Assignment of Rents the land and other property described in the Mortgage and Assignment of Rents were conveyed to the Bank (the "Mortgaged Property"); and

WHEREAS, for the consideration herein set out, the said Bank has agreed to release from the liens of said Mortgage and the Assignment of Rents the land and other property described as Parcel II the attached Exhibit A (the "Released 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 are hereby acknowledged, the said Bank does hereby release, remise, convey and quitclaim unto the said Borrower, its successors and assigns, from the lien, operation and effect of said Mortgage and Assignment of Rents all of the Released Property.

As to all other land and other property described and conveyed in said Mortgage and said Assignment of Rents and not hereby released, any lien or encumbrance thereon shall remain in full force and effect, unaffected by this Partial Release.

IN WITNESS WHEREOF, the Bank has caused this instrument to be executed by its duly authorized officer as of the 21<sup>st</sup> day of September, 2004.

ALIAN BANK

By: [Signature]  
Its: Senior Vice President

STATE OF ALABAMA )  
COUNTY OF Shelby )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John J. Burke, Jr., whose name as Senior Vice President of Aliant Bank, an Alabama banking 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 banking corporation.

Given under my hand and official seal this 21<sup>st</sup> day of September, 2004.

Shelley A. Hudson  
Notary Public  
My Commission Expires: 3-31-07

**EXHIBIT A**

**DESCRIPTION OF RELEASED PROPERTY**

PARCEL II:

From the SW corner of the SW 1/4 of the SE 1/4 of Section 15, Township 19 South, Range 2 East, run thence East along the south boundary of said SW 1/4 of SE 1/4 a distance of 502.94 feet; thence turn 89° 32' 20" left and run 41.04 feet to a point on the North boundary of County Hwy. #62 (80 foot ROW), being the point of beginning of herein described lot; thence turn 90° 00' right and run 325.46 feet along said Hwy. boundary to a point on the west boundary of an Alabama Power Co. 100 foot right of way; thence turn 114° 00' 43" left and run 312.84 feet along said ROW boundary to a point on the Easterly boundary of Alabama Hwy #25 (70 foot ROW); thence turn 117° 01' 17" left and run 287.40 feet along said Hwy. boundary; thence turn 23° 21' 00" left and run 64.70 feet to the point of beginning of herein described lot, situated in the SW 1/4 of the SE 1/4 of Section 15, Township 19 South, Range 2 East, Shelby County, Alabama.