

PARTIAL MORTGAGE RELEASE

20041130000655560 Pg 1/1 11.00
Shelby Cnty Judge of Probate, AL
11/30/2004 15:11:00 FILED/CERTIFIED

STATE OF ALABAMA }
SHELBY COUNTY }

KNOWN ALL MEN BY THESE PRESENTS, that whereas, **Chancellor's Crossing, LLC** executed a mortgage to First National Bank of Shelby County which is recorded in **Instrument Number 20031029000722070**, in the Probate Office of **Shelby County, Alabama**.

Whereas, Chancellor's Crossing, LLC desires to pay the sum of Six thousand one hundred and 10/100 Dollars to said First National Bank of Shelby County on said mortgage and to have the land described below released from said mortgage and said First National Bank of Shelby County desires to accept said consideration for the releasing of said property and agrees to release said land from said mortgage;

Now, therefore, the undersigned First National Bank of Shelby County in consideration of Six thousand one hundred and 10/100 Dollars being paid to said First National Bank of Shelby County in hand paid by the said Chancellor's Crossing, LLC, the receipt whereof is hereby acknowledged, does hereby release, remise and quit claim unto the said Chancellor's Crossing, LLC all the right, title and interest acquired under said mortgage in and to that part of the premises conveyed therein, and described as follows, to-wit;

A part of Lot 46, Chancellor's Crossing Subdivision, a plat of which is recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Plat Book 28, at Page 75, said part of Lot 46 being more particularly described as follows:

Beginning at the Southeast corner of said Lot 46, said point being on the North right-of-way of a public road (ROW 50'); thence run Northeasterly along the Easternmost line of said Lot 46 for 236.14 feet to the limits of a Wildlife Sanctuary; thence run Northwesterly along the meanderings of said Wildlife Sanctuary, forming an interior angle of 47 deg. 30 min. for a chord distance of 100.00 feet; thence run Southwesterly forming an interior angle of 108 deg. 55 min. for 184.24 feet to the point of beginning, forming an interior closure angle of 23 deg. 35 min.

Said parcel being subject to any easements or rights-of-way of record over or across said parcel.

TO HAVE AND TO HOLD to the said Chancellor's Crossing, LLC and to its or their successors and assigns forever.

It is understood and agreed that this release shall not in any way impair or affect the right of the said mortgagee to hold the remainder to the premises conveyed in said mortgage and not hereby released as security for that part of the mortgage indebtedness remaining unpaid on said mortgage.

IN WITNESS WHEREOF, the Grantor First National Bank of Shelby County has hereunto set its hands and seals this the 29th day of November, 2004.

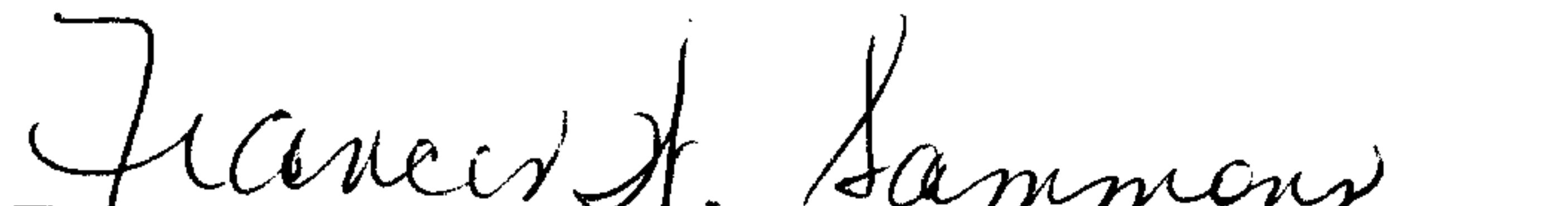
FIRST NATIONAL BANK OF SHELBY COUNTY


William R. Justice
In-House Attorney

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that William R. Justice whose name as In-House Attorney of First National Bank of Shelby County is signed to this instrument, and who is known to me acknowledged before me on this day that, being informed of the contents of such instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation (bank).

Given under my hand and seal this the 29th day of November, 2004.


Notary Public

My Commission Expires: 5-24-05

First National Bank of Shelby County
Real Estate Department
P. O. Box 977
Columbiana, AL 35051

