Loan No. 775421 & 778708
Name: B. Edward Vining
Assn: FLBA of North Al., FLCA
Branch: Talladega

PARTIAL RELEASE

THE STATE OF ALABAMA §

COUNTY OF BIBB & SHELBY §

20050321000126190 1/2 $14.00
Shelby Cnty Judge of Probate,AL
03/21/2005 11:20:17AM FILED/CERT

THAT, Federal Land Bank Association of North Alabama, FLCA (hereinafter "Lender") is the owner and holder of certain indebtedness, evidenced by promissory note(s) and secured by deed of trust or mortgage lien(s), respectively, either as original payee and mortgagee therein, or as assignee and/or transferee by instrument of record (or held unrecorded) in the county in which the land is situated, which note(s) and deed(s) of trust or mortgage(s) are particularly referred to herein as follows:

That certain deed of trust dated 03/26/1992, executed by B. Edward Vining and wife, Dian M. Vining, securing a promissory note in the original principal sum of $213,000.00, recorded at Book 173 & Page 959 of the land mortgage records of Bibb County, Alabama, and recorded at Book 397, Page 855 of the land mortgage records of Shelby County, Alabama, and that certain Correction Mortgages dated 10/29/1992, executed by B. Edward Vining and wife, Dian M. Vining, securing a promissory note in the original principal sum of $213,000.00, recorded at Book 175, Page 506 of the land mortgage records of Bibb County, Alabama and recorded at Instrument No. 1992-25155 of the land mortgage records of Shelby County, Alabama. That certain mortgages dated 3/20/1996, executed by B. Edward Vining and spouse, Dian M. Vining, securing a promissory note in the original principal sum of $215,000.00, recorded at Book 13, Page 633 of the land mortgage records of Bibb County, Alabama, and recorded at Instrument No. 1996-09010, of the land mortgage record of Shelby County, Alabama, to which deed(s) of trust or mortgage(s) and the record thereof reference is here made for all pertinent purposes.

WHEREAS, the mortgagor(s) or assign(s) desire a release of the lien(s) above set forth insofar ONLY AND NO FURTHER as is concerned that certain tract of land or interest therein, located in Bibb and Shelby County, Alabama and described as follows:

Parcel No. 14, according to the map and plat of Whispering Pines Farms as recorded in Map Book 8, page 125 and resurvey recorded in Map Book 13, page 131 in the Probate Office of Shelby County, Alabama and being located in Bibb County Alabama more particularly described as follows:

Begin at the southeast corner of the SE 1/4 of the NW 1/4 of Section 1, Township 21 South, Range 5 West, Bibb County, Alabama and run thence South 86°46'18" west along the south line of said 1/4 1/4 Section 408.63 feet to a point in the centerline of a sixty (60) foot wide easement, thence run north 11°36'58" west along the centerline of said easement 235.94 feet to a point. Thence run north 6°08'00" west along same centerline of same said easement 419.14 feet to a point thence run north 02°51'00" west along same said centerline of same said easement 516.35 feet to a point, thence run north 1°32'00" west along same said centerline of same said easement 162.34 feet to a point on the north line of said SE 1/4 of the NW 1/4 of Section 11, thence run north 86°48'56" east along said north line of said SE 1/4 of the NW 1/4 and the SE 1/4 of the NE 1/4 of same said Section 11 a distance of 1,118.02 feet to a point, thence run south 3°52'16" east a distance of 1,329.85 feet to a point on the south line of the SE 1/4 of the NE 1/4 of said section 11, thence run south 86°46'18" west along said 1/4 1/4 line a distance of 676.86 feet to the point of beginning.

This property is being released subject to the easement described below:

A sixty (60.0') wide non-exclusive easement being thirty (30') feet on either side of the following described centerline:

Commence at the Northwest corner of the NE ¼ of the SE ¼ of Section 11, Township 21 South, Range 5 West, Shelby County, Alabama and run thence South 3° 52'20" East a distance of 558.33 feet to a point; thence run South 60°20'39" West a distance of 55.41

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feet to a point; thence run South 27°59'13" East a distance of 122.12 feet to a point; thence run South 3°52'20" East a distance of 494.12 feet to a point on the Northerly right of way line of Highway No. 13; thence run South 75°04'34" West along the said right of way line a distance of 838.92 feet to the point of beginning of the easement being described; thence run North 14°43'10" East a distance of 131.95 feet to a point; thence run North 22°28'00" east a distance of 181.17 feet to a point; thence run North 31°47'00" East a distance of 285.53 feet to a point; thence run North 28°07'00" East a distance of 312.58 feet to a point; thence run North 7°52'00" West a distance of 570.26 feet to a point; thence run North 11°36'58" West a distance of 235.94 feet to a point; thence run North 6°08'00" West a distance of 419.14 feet to a point; thence run North 2°51'00" West a distance of 516.35 feet to a point; thence run North 1°32'00" West a distance of 162.34 feet to a point, thence run North 44°15'19" East a distance of 592.36 feet to a point; thence run North 3°52'20" West a distance of 930.70 feet to a point on the North line of Section 11 and the end of the easement.

NOW, THEREFORE, for a valuable consideration the receipt of which is hereby acknowledged, the LENDER, as mortgagee ONLY, acting herein by its duly authorized officers, does by these presents release from the lien(s) above described, and to which it as mortgagee may be entitled, such tract or interest in land which is particularly described above.

IT IS EXPRESSLY UNDERSTOOD, AND BY THE ACCEPTANCE OF THIS INSTRUMENT THE MORTGAGOR(S) OR THEIR ASSIGNS AGREE, that this is a partial release ONLY of the tract or interest in land above particularly described, and shall not and does not in any manner whatsoever release, change, modify, or affect the deed of trust or mortgage lien(s), contracts, covenants and powers of sale on the remaining lands and premises described in such deed(s) of trust or mortgage(s), and the same shall for all purposes exist and continue in full force and effect and to the extent and for the purposes therein set forth, the same as if this partial release had not been executed.

☒ This instrument is executed in multiple originals.

☐ This instrument is executed in lieu of and in substitution for a similar instrument executed by on , which instrument was lost or misplaced before being filed for record.

☐ This instrument is executed in lieu of and in Correction of a similar instrument executed by on , and recorded in Volume , Page , Shelby County, Alabama.

Erasures, interlineations and appendages made and approved before execution.

EXECUTED by the Lender on March 7, 2005.

FEDERAL LAND BANK ASSOCIATION OF
NORTH ALABAMA, FLCA

By _____
Jim Tollison, Jr., Vice President/Branch Mgr

THE STATE OF ALABAMA §
§
COUNTY OF TALLADEGA §

I, _____, a Notary Public, in and for the State and County aforesaid, hereby certify that on this date, personally appeared before me, Jim Tollison, Jr. who is known to me, and whose name as Vice President/Branch Mgr, of Federal Land Bank Association of North Alabama, FLCA a federally chartered corporate instrumentality of the United States of America, is signed to the above and foregoing Partial Release, who acknowledged to me that being informed of the contents of said document, and in said representative capacity and with full authority and having been duly authorized so to do he signed and executed the same voluntarily as his own free act and deed, and for the purposes therein set forth, for and as the act of said Federal Land Bank Association of North Alabama, FLCA, on the day and date therein set forth.

Given under my hand and official seal, this the 7th day of March, 2005.

My Commission Expires:
02-23-08

_____
Notary Public