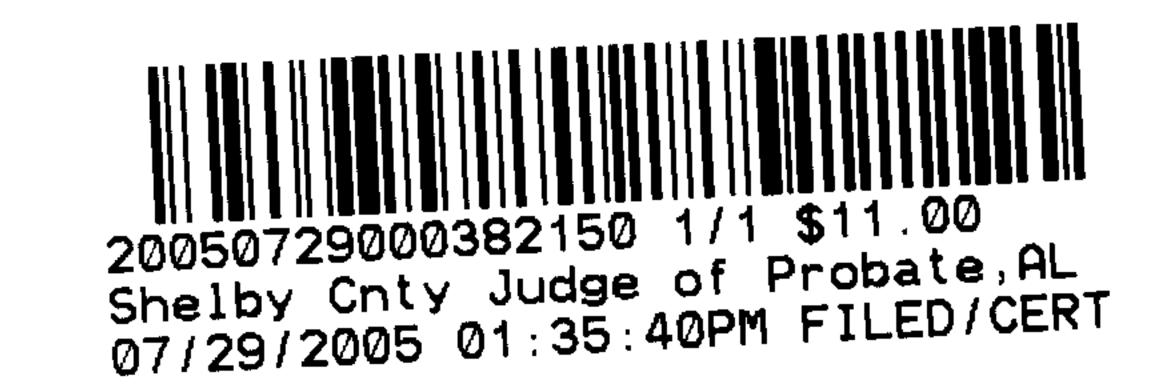
Prepared By:
Carroll & Carroll, P. C.
P. O. Box 530543
Birmingham, Alabama 35253



RELEASE AFFIDAUIT

THIS IS TO CERTIFY that upon receipt of at least \$72,300.00 from the real estate closing scheduled for July 15, 2005 in the office of Carroll & Carroll, P.C., Frontier National Bank hereby agrees to release the Mortgage recorded in Instrument number 20030604000347570, in the Probate Office of Shelby County, Alabama with regard to real property identified as:

A parcel of land situated in the Southeast ¼ of the Southeast ¼ of Section 34, Township 20 South, Range 3 West, in Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest Corner of the Southeast ¼ of the Southeast ¼ of said Section and run East a distance of 401.37 feet; thence right 37 degrees 07 minutes and run Southeasterly a distance of 528.17 feet; thence right 85 degrees 53 minutes and run Southwesterly a distance of 62.41 feet to the point of beginning; thence continue along the last described course a distance of 187.81 feet to the Northcasterly right-of-way of Shelby County road #44 (60 foot right-of-way); thence right 99 degrees 28 minutes 03 seconds and along said right-of-way a distance of 124.49 feet; thence left 5 degrees 37 minutes 34 seconds and run Northwesterly a distance of 29.77 feet to the Southeasterly right-of-way of 13th Street Northwest (30 foot right-of-way); thence right of 85 degrees 19 minutes 06 seconds and along the Southeasterly right-of-way of 13th Street Northwest run Northeasterly a distance of 115.82 feet; thence right 73 degrees 02 minutes 03 seconds and run Southeasterly a distance of 262.96 feet to the point of beginning.

Situated in Shelby County, Alabama.

This Affidavit is given to induce The Title Group, Incorporated to issue its policy or policies of title insurance in reliance of statements contained herein, and should The Title Group, Incorporated, in its sole discretion, issue title insurance in reliance upon such representations, said Affiant agrees to indemnify and hold The Title Group, Incorporated harmless from all loss or damage arising out of any reliance upon statements made in this Affidavit.

Sworn to and subscribed before me this $\frac{1}{1}$ day of $\frac{\text{July}}{\text{July}}$, $\frac{200.5}{\text{July}}$

My Commission Expires: