PARTIAL MORTGAGE RELEASE

20050825000439120 1/1 $11.00
Shelby Cnty Judge of Probate, AL
08/25/2005 02:38:15PM FILED/CERT

STATE OF ALABAMA }
SHELBY COUNTY }

KNOWN ALL MEN BY THESE PRESENTS, that whereas, **Second Union Investors, LLC** executed a mortgage to First National Bank of Shelby County which is recorded in **Instrument Number 2001-06579 and Instrument Number 2002-05925**, in the Probate Office of Shelby County, Alabama.

Whereas, Second Union Investors, LLC desires to pay the sum of One hundred eight thousand six hundred ninety nine and 00/100 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 One hundred eight thousand six hundred ninety nine and 00/100 Dollars being paid to said First National Bank of Shelby County in hand paid by the said Second Union Investors, LLC, the receipt whereof is hereby acknowledged, does hereby release, remise and quit claim unto the said Second Union Investors, 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;

Lots 94 and 95, according to the Survey of Oaklyn Hills, Phase II as recorded in Map Book 30 page 17 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Lots 50, and 84, according to the Survey of Final Plat of Oaklyn Hills, Phase III as recorded in Map Book 34 page 52 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

TO HAVE AND TO HOLD to the said Second Union Investors, 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 15th day of August, 2005.

FIRST NATIONAL BANK OF SHELBY COUNTY

V.P.

Russell Rasco, Vice President

STATE OF ALABAMA }
SHELBY COUNTY }

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Russell Rasco** whose name as **Vice President** 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/she 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 18th day of August, 2005.

Notary Public

My Commission Expires: 5-24-08

NOTARY PUBLIC

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