20051107000578100 1/1 $11.00
Shelby Cnty Judge of Probate,AL
11/07/2005 01:45:47PM FILED/CERT

PARTIAL SATISFACTION OF MORTGAGE AND SECURITY AGREEMENT

Mortgagor (last name first):

William T. Johnson and spouse

Connie D. Johnson

125 Lenox Dive
Mailing Address

Birmingham AL 35242
City State Zip

Mortgage and Security Agreement (as recorded):

Shelby
County of Record

20050713000350350
Volume Page

July 13, 2005
Date of Record

The Hometown Bank of Alabama
Instrument Prepared By

STATE OF ALABAMA

COUNTY OF Blount

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, Mortgagor has heretofore executed the Mortgage and Security Agreement referenced above in favor of The HomeTown Bank of Alabama ("Mortgagee") to secure indebtedness identified therein the principal amount of $ 222,500.00 owed by Mortgagor or another to Mortgagee; and

WHEREAS, Mortgagor has requested that Mortgagee surrender the real property described below unto the Mortgagor, and hold and retain the residue of the mortgaged real property identified in the Mortgage and Security Agreement and any amendment thereto to secure all indebtedness remaining due thereunder.

NOW, THEREFORE, in consideration of $ -0- paid by Mortgagor to Mortgagee, Mortgagee does hereby grant, release and quitclaim unto Mortgagor, all of that part of the mortgaged real property described as follows:

TRACT 2:
Lot 28, according to the Survey of Lennox Placle Phase One, as recorded in Map Book 19, Page 44, in the Probate Office of Shelby County, Alabama

Together with all right, title, and interest of Mortgagee pursuant to the Mortgage and Security Agreement in and to the buildings, improvements, fixtures, easements, rights of ways, appurtenances, royalties and profits thereunder belonging.

All other real property and other property described in the Mortgage and Security Agreement or any amendment thereto shall remain subject to the lien thereof.

TO HAVE AND TO HOLD the real property hereby released and quitclaimed to Mortgagor, and to the heirs, successors, and assigns of Mortgagor forever.

IN WITNESS WHEREOF, Mortgagee has caused this Partial Satisfaction of Mortgage and Security Agreement to be executed by its duly authorized officer or representative, this 21st day of October, 2005.

MORTGAGEE: The Hometown Bank of Alabama

By: Bruce Latta, Vice President

STATE OF ALABAMA

COUNTY OF Blount

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Bruce Latta, whose name as Vice President of The Hometown Bank of Alabama, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand and official seal, this 21st day of October, 2005.

Notary Public

My commission expires: 12/21/2008

This Instrument Prepared By:

The Hometown Bank of Alabama

Becky Heptinstall/Loan Operations

P. O. Box 397

Oneonta, AL 35121

ALPSMSA 11/18/98