20060410000164100 1/1 $11.00
Shelby Cnty Judge of Probate,AL
04/10/2006 09:38:10AM FILED/CERT

PARTIAL SATISFACTION OF MORTGAGE AND SECURITY AGREEMENT

Mortgagor (last name first):

HOMESMITH LLC.

5800 FELDSPAR WAY
Mailing Address

HOOVER AL 35244
City State Zip

Mortgage and Security Agreement (as recorded):

SHELBY
County of Record

20060104000006710
Volume Page

1-4-2006
Date of Record

SouthPoint Bank
Instrument Prepared By

STATE OF ALABAMA

COUNTY OF Jefferson

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, Mortgagor has heretofore executed the Mortgage and Security Agreement referenced above in favor of SouthPoint Bank ("Mortgagee") to secure indebtedness identified therein the principal amount of $ 203,700.00 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 $ 67,900.00 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:

LOT 69, ACCORDING TO THE SURVEY OF LAKE FOREST 6TH SECTOR, AS RECORED IN MAP BOOK 36, PAGE 35, 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 29TH day of MARCH, 2006.

MORTGAGEE: SouthPoint Bank

By: G.E. GIATTNA, EXECUTVIE VICE PRES.

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, CAROLYN D WATSON, a Notary Public in and for said County, in said State, hereby certify that G.E. GIATTINA, whose name as EXECUTIVE VICE PRESIDENT of SOUTHPOINT BANK, 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, G.E. GIATTINA, 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 29TH day of MARCH, 2006.

CAROLYN D WATSON
Notary Public

My commission expires: 11-10-2009

This Instrument Prepared By:

SouthPoint Bank

3500 Colonnade Pkwy Suite 140

Birmingham, AL 35243

ALPSMSA 11/18/98