

STATE OF ALABAMA

File No. NTC0600694

COUNTY OF

Shelby



20061201000583650 1/2 \$15.00  
Shelby Cnty Judge of Probate, AL  
12/01/2006 11:21:31AM FILED/CERT

**PARTIAL RELEASE**

WHEREAS, WACHOVIA BANK, N.A. holds a lien on the herein described real property by virtue of that certain mortgage from Chelsea Park Homes, Inc. dated October 14, 2004 and recorded in Instrument No. 20041101000600080 and Modified in Instrument No. 20060711000333750 of the records in the Office of the Judge of Probate Court of Shelby County, Alabama; and

WHEREAS, the said WACHOVIA BANK, N.A. desire to release from the effects of said lien a portion of the property described in said mortgage.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said WACHOVIA BANK, N.A. do hereby RELEASE and DISCHARGE from the operation, effects and provisions of the above described mortgage, the following described real property located in Shelby County, Alabama.

**Lot 3-57, according to the Plat of Chelsea Park 3rd Sector as recorded in Map Book 34, Page 23 A & B in the Probate Office of Shelby County, Alabama.**

**Together with the nonexclusive easement to use the Common Areas as more particularly described in Declaration of Easements and Master Protective Covenants of Chelsea Park, a Residential Subdivision, executed by the Grantor and filed for record as Instrument No. 20041014000566950 in the Probate Office of Shelby County, Alabama and Declaration of Covenants, Conditions and Restrictions for Chelsea Park 3rd Sector executed by Grantor and Chelsea Park Residential Association, Inc., and recorded as Instrument No. 20041014000566970 (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").**

It is understood and agreed that the said WACHOVIA BANK, N.A. hereby declare the above described mortgage to be DISCHARGED, RELEASED and SATISFIED with respect to the property described herein only; said mortgage shall in all other respects remain in full force and effect as a lien against all of the remaining property described therein.

IN WITNESS WHEREOF, the said WACHOVIA BANK, N.A. have hereunto set their hands and seal on this the 20<sup>th</sup> day of November, 2006.

(SEAL)  
**VICTOR BROWN**  
**VICE PRESIDENT**

(SEAL)

STATE OF ALABAMA

COUNTY OF Shelby

I, the undersigned notary public in and for said State and County, hereby certify that Victoria Brown, whose name as Vice Pres of WACHOVIA BANK, N.A. is signed to the foregoing release and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he/she as such officer and with full authority executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this 22<sup>nd</sup> day of November, 2006.

Linda L. Reining  
Notary Public

This instrument prepared by:

Linda L. Reining  
Alabama State At Large  
My Commission Expires 10/10/2009