

Loan No. 844212
Name: Billy Seth Clayton
Assn: FLBA of South AL., FLCA
Branch: Selma

PARTIAL RELEASE

THE STATE OF ALABAMA §
COUNTY OF SHELBY §

THAT, Federal Land Bank Association of South Alabama, FLCA (hereinafter "Lender") is the owner and holder of certain indebtedness, evidenced by promissory note(s) and secured by deed of trust or mortgage lien(s), respectively, either as original payee and mortgagee therein, or as assignee and/or transferee by instrument of record (or held unrecorded) in the county in which the land is situated, which note(s) and deed(s) of trust or mortgage(s) are particularly referred to herein as follows:

That certain deed of trust dated July 2, 2004, executed by Billy Seth Clayton and spouse, Lori R. Clayton, securing a promissory note in the original principal sum of \$212,000.00, recorded at Instrument No. 20040720000403330, of the Land Mortgage Records of Shelby County, Alabama, to which deed(s) of trust or mortgage(s) and the record thereof reference is here made for all pertinent purposes.

WHEREAS, the mortgagor(s) or assign(s) desire a release of the lien(s) above set forth insofar ONLY AND NO FURTHER as is concerned that certain tract of land or interest therein, located in Shelby County, Alabama and described as follows:

10 acres, more or less, being situated in Southeast Quarter of Northeast Quarter of Section 26, Township 20 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

(SEE ATTACHED EXHIBIT "A" - CONSISTING OF ONE PAGE)

NOW, THEREFORE, for a valuable consideration the receipt of which is hereby acknowledged, the LENDER, as mortgagee ONLY, acting herein by its duly authorized officers, does by these presents release from the lien(s) above described, and to which it as mortgagee may be entitled, such tract or interest in land which is particularly described above.

IT IS EXPRESSLY UNDERSTOOD, AND BY THE ACCEPTANCE OF THIS INSTRUMENT THE MORTGAGOR(S) OR THEIR ASSIGNS AGREE, that this is a partial release ONLY of the tract or interest in land above particularly described, and shall not and does not in any manner whatsoever release, change, modify, or affect the deed of trust or mortgage lien(s), contracts, covenants and powers of sale on the remaining lands and premises described in such deed(s) of trust or mortgage(s), and the same shall for all purposes exist and continue in full force and effect and to the extent and for the purposes therein set forth, the same as if this partial release had not been executed.

- This instrument is executed in multiple originals.
- This instrument is executed in lieu of and in substitution for a similar instrument executed by _____ on _____, which instrument was lost or misplaced before being filed for record.
- This instrument is executed in lieu of and in Correction of a similar instrument executed by _____ on _____, and recorded in Volume _____, Page _____, Shelby County, Alabama.

Erasures, interlineations and appendages made and approved before execution.

EXECUTED by the Lender on October 15, 2007.

FEDERAL LAND BANK ASSOCIATION OF
SOUTH ALABAMA, FLCA

By *Bruce M. Till*
Bruce M. Till, Vice President

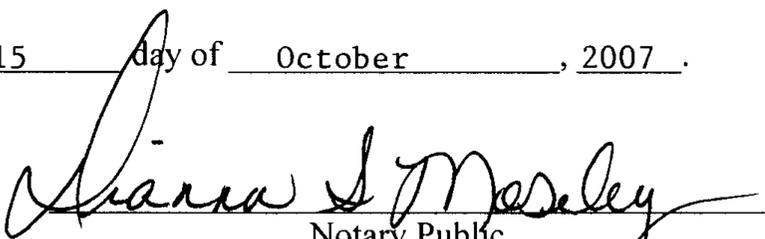
THE STATE OF ALABAMA §
 §
COUNTY OF DALLAS §

I, Dianna S. Moseley, a Notary Public, in and for the State and County aforesaid, hereby certify that on this date, personally appeared before me, Bruce M. Till who is known to me, and whose name as Vice President, of Federal Land Bank Association of South Alabama, FLCA a federally chartered corporate instrumentality of the United States of America, is signed to the above and foregoing Partial Release, who acknowledged to me that being informed of the contents of said document, and in said representative capacity and with full authority and having been duly authorized so to do he signed and executed the same voluntarily as his own free act and deed, and for the purposes therein set forth, for and as the act of said Federal Land Bank Association of South Alabama, FLCA, on the day and date therein set forth.

Given under my hand and official seal, this the 15 day of October, 2007.

My Commission Expires:

1-12-08


Notary Public

THE STATE OF ALABAMA §
 §
COUNTY OF SHELBY §

THIS CERTIFIES that the foregoing instrument of writing, with its certificate of authentication, was filed for record in my office on the _____ day of _____, _____, at _____ o'clock _____ M., and duly recorded by me on the _____ day of _____, _____, in Vol. _____, Page _____, of the Deed _____ Records of _____ County, _____.

Clerk of said County

By _____ Deputy

This instrument prepared by:
Dianna S. Moseley for
FLBA of South Alabama, FLCA
105 Sam Moseley Dr., Suite B
Selma, Alabama 37601
334-874-7437


20071114000522420 2/3 \$17.00
Shelby Cnty Judge of Probate, AL
11/14/2007 12:10:13PM FILED/CERT

20071114000522420 3/3 \$17.00
Shelby Cnty Judge of Probate,AL
11/14/2007 12:10:13PM FILED/CERT

STATE OF ALABAMA
SHELBY COUNTY

I, Rodney Y. Shifflett, a Registered Professional Land Surveyor in the State of Alabama do hereby certify that this is a true and correct plat of my survey as shown hereon. That there are no visible encroachments of any kind upon the subject lot except as shown hereon, excluding utility service lines, wires or pipes that serve the subject lot only that are within dedicated easements or rights of way. That steel corners have been found or installed at all lot corners. I further certify that this survey and this plat meet the minimum technical standards for the practice of land surveying in the State of Alabama, the correct legal description being as follows:

Commence at the NW Corner of the SE 1/4 of the NE 1/4 of Section 26, Township 20 South, Range 1 West, Shelby County, Alabama; thence N01°13'25"E, a distance of 326.00'; thence N89°57'44"E, a distance of 1,337.44'; thence S01°06'56"W, a distance of 679.08' to the POINT OF BEGINNING; thence continue along the last described course, a distance of 968.31'; thence S89°40'29"W, a distance of 450.14'; thence N01°06'56"E, a distance of 968.31'; thence N89°40'29"E, a distance of 450.14' to the POINT OF BEGINNING.

Said Parcel containing 10.00 acres

ALSO AND INCLUDING a 15' Ingress/Egress and Utility Easement lying 7.5' either side of and parallel to the following described centerline:

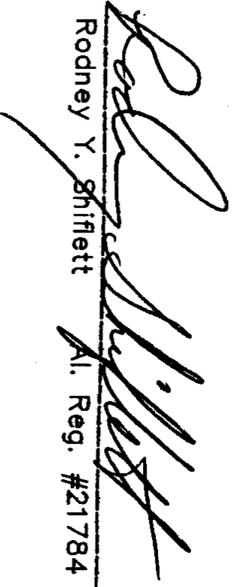
Commence at the NW Corner of the SE 1/4 of the NE 1/4 of Section 26, Township 20 South, Range 1 West, Shelby County, Alabama; thence N01°13'25"E, a distance of 282.34'; thence S48°38'23"E, a distance of 39.24' to the POINT OF BEGINNING OF SAID CENTERLINE; thence continue along the last described course, a distance of 84.70'; thence S42°10'52"E, a distance of 150.31'; thence S69°52'39"E, a distance of 52.95'; thence S28°32'11"E, a distance of 233.02'; thence S22°38'28"E, a distance of 297.18'; thence S42°08'02"E, a distance of 172.47'; thence S25°24'23"E, a distance of 206.57' to the beginning of a curve to the left, having a radius of 75.00, a central angle of 89°21'25", and subtended by a chord which bears S70°05'05"E, and a chord distance of 105.47'; thence along the arc of said curve, a distance of 116.97'; thence N65°14'12"E, a distance of 104.75' to the POINT OF ENDING OF SAID CENTERLINE.

I further certify that I have consulted the Federal Insurance Rate Map (F.I.R.M.) Community Panel #01117C 0265 D, Zone 'X', dated September 29, 2006 and found that the above described Parcel does not lie in a Flood Hazard Zone.

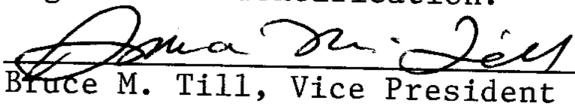
NOTE:

This Parcel shown and described herein may be subject to setbacks, easements, zoning and restrictions that may be found in the Probate Office of said County.

According to my survey of October 11, 2007


Rodney Y. Shifflett
Al. Reg. #21784

Signed for Identification:


Bruce M. Till, Vice President

