

STATE OF ALABAMA)

COUNTY OF SHELBY)

20080505000183950 1/2 \$14.00
Shelby Cnty Judge of Probate, AL
05/05/2008 03:40:29PM FILED/CERT

PARTIAL RELEASE OF LIEN OF JUDGMENT

WHEREAS, on January 11, 2008, a money judgment was entered in favor of Curtis R. Atkinson, individually and doing business as C & C Contracting and against Old South Builders, Inc., in the amount of \$49,151.49, in Case Number CV-2007-001399.00, by the Circuit Court of Jefferson County, Alabama; and

WHEREAS, a certificate of said judgment was filed on March 21, 2008 in the Probate Office, Shelby County, Alabama, and there recorded as Instrument Number: 20080321000116410; and

WHEREAS, said Old South Builders, Inc., has proposed to sell certain real property situated in Shelby County, Alabama, more particularly described below, which is subject to the lien of said judgment, and it has requested Curtis R. Atkinson, individually and doing business as C & C Contracting, and George C. Day, Jr., his attorney of record, to release said real property from the lien of said judgment prior to payment in full of the amount of said judgment; and

WHEREAS, said Curtis R. Atkinson, individually and doing business as C & C Contracting, and George C. Day, Jr., his attorney of record, are agreeable thereto, but only upon payment to them of the sum of \$5,000.00; and


WHEREAS, Old South Builders, Inc., is agreeable to such payment as consideration for release of said property from the lien of the judgment, such payment to be credited toward the total amount owing on the judgment;


NOW, THEREFORE, FOR VALUE RECEIVED, Curtis R. Atkinson, individually and doing business as C & C Contracting, and George C. Day, Jr., his attorney of record, hereby release from the lien of the judgment referenced above, the following described property in Shelby County, Alabama, to-wit:

Lot 311, according to the Survey of Chinaberry Highlands, as recorded in Map Book 36, Page 123, in the Probate Office of Shelby County, Alabama

It is expressly understood and agreed that this Partial Release of Lien of Judgment shall in no wise, and to no extent whatever, affect the lien of said judgment as to and against any property whatsoever other than that specifically described above.

IN WITNESS WHEREOF, Curtis R. Atkinson, individually and doing business as C & C Contracting, and George C. Day, Jr., his attorney of record, have hereunto set their hands and seals, this 11th day of April, 2008.


CURTIS R. ATKINSON, individually and
doing business as C & C Contracting


GEORGE C. DAY, JR.
Attorney for Curtis R. Atkinson
1925 Rainbow Drive
Gadsden, Alabama 35901
(256) 543-1660

STATE OF ALABAMA)

COUNTY OF ETOWAH)

I, the undersigned a Notary Public in and for said County and State, hereby certify that Curtis R. Atkinson, whose name is signed to the foregoing Partial Release of Lien of Judgment, and who is known to me, acknowledged before me on this day, that being informed of the contents of the Partial Release of Lien of Judgment, he executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal, this 11th day of April, 2008.

GEORGE C. DAY JR.
Notary Public, AL State at Large
My Comm. Expires June 19, 2009

NOTARY PUBLIC

STATE OF ALABAMA)

COUNTY OF ETOWAH)

I, the undersigned a Notary Public in and for said County and State, hereby certify that George C. Day, Jr., whose name is signed to the foregoing Partial Release of Lien of Judgment, and who is known to me, acknowledged before me on this day, that being informed of the contents of the Partial Release of Lien of Judgment, he executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal, this 11th day of April, 2008.

Minda J. Robinson
NOTARY PUBLIC

MY COMMISSION EXPIRES MARCH 3, 2012