

PARTIAL RELEASE OF MORTGAGE

**STATE OF ALABAMA
SHELBY COUNTY**

KNOW ALL MEN BY THESE PRESENTS THAT:

For in consideration of One Dollar (\$1.00) and other good and valuable consideration to it in hand paid, the receipt whereof is hereby acknowledged, the undersigned **SUPERIOR BANK** does hereby release and discharge from the lien of that certain mortgage executed by **MITFORD HEIGHTS DEVELOPMENT, LLC**, dated **November 13, 2006** and recorded in Instrument **2006111500560490** and an assignment of leases and rents recorded in Instrument **200420061115000560500** and UCC Financing Statement recorded in Instrument **#2006111500560510** the Probate Office of **Shelby County** the following described property:

SEE ATTACHED EXHIBIT "A"

It being distinctly understood, however, that all other property in said mortgage described and conveyed, shall be and continue to remain in all respects to said mortgage, and that all the covenants and undertakings of the said mortgage and the note thereby secured shall continue in full force and effect, and the said Superior Bank shall continue to have all rights and powers granted to it under said mortgage, except as to the above described premises.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed by Danny Kincaid, its Senior Vice President duly authorized thereto, on this 21st day of May 2008.

SUPERIOR BANK

BY:

Danny Kincaid
Danny Kincaid
Senior Vice President

**STATE OF ALABAMA
COUNTY OF JEFFERSON**

I, the undersigned authority, a Notary Public, in and for said County and State, hereby certify that Danny Kincaid whose name as Senior Vice President of Superior Bank is signed to the foregoing release, and who is known to me, acknowledged before me, on this day that, being informed of the contents of the conveyance, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 21st day of May, 2008.

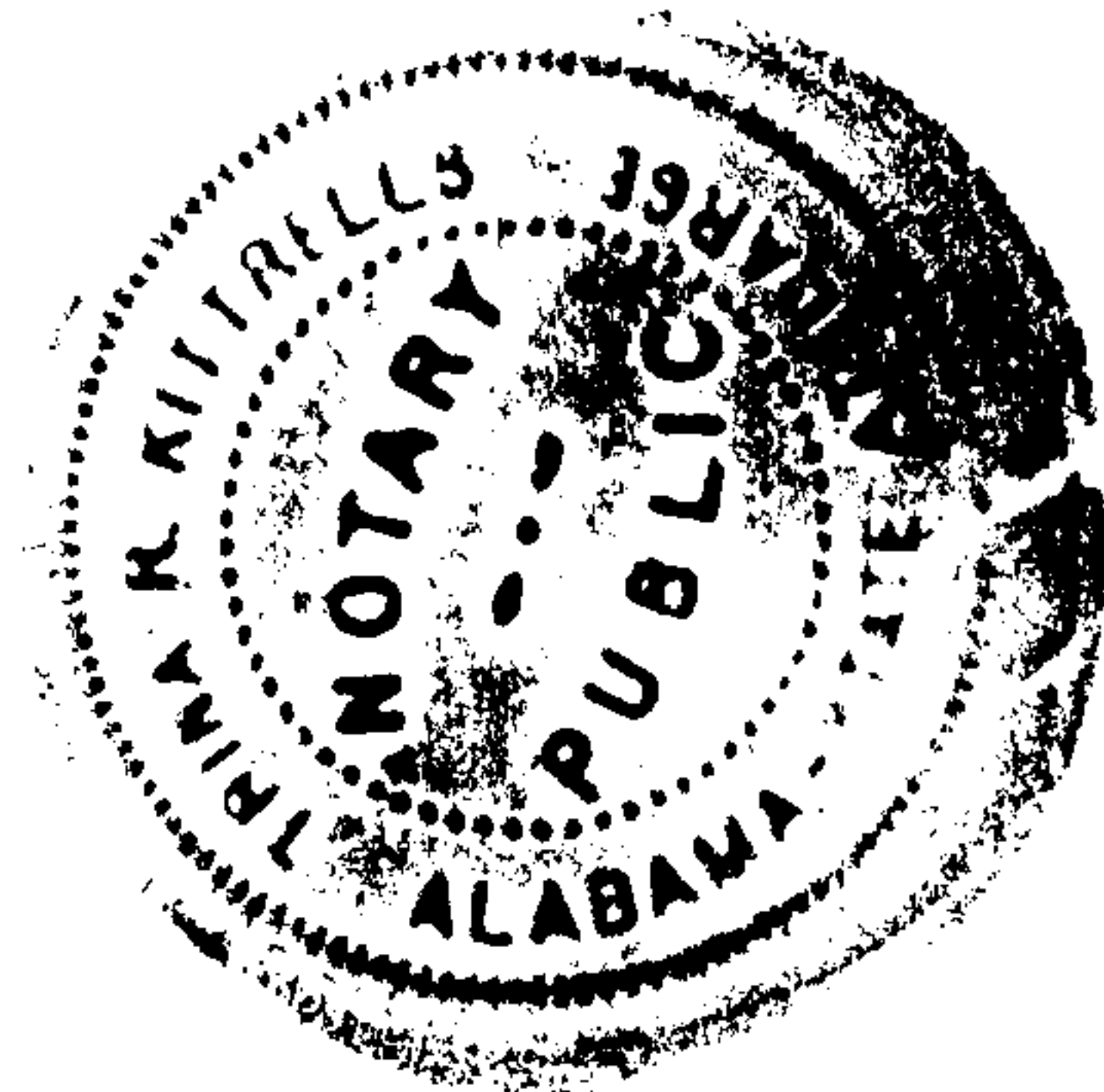
Tringa B. Kittrell
Notary Public

My Commission expires: *8/13/11*

This Document Prepared by:
Bonnie Hodges

Mail To:
Superior Bank/Collateral Release
17 North 20th Street
Birmingham, AL 35203

#60561637





20080603000223090 2/2 \$16.00
Shelby Cnty Judge of Probate, AL
06/03/2008 10:05:08AM FILED/CERT

EXHIBIT "A"

Hair

LEGAL DESCRIPTION

Commence at a capped pipe in place being the Southeast corner of the Southwest one-fourth of the Southwest one-fourth of Section 32, Township 21 South, Range 2 West, Shelby County, Alabama, said point being the point of beginning. From this beginning point proceed North $00^{\circ}08'47''$ West along the East boundary of said quarter-quarter section for a distance of 675.20 feet to a capped iron in place; thence proceed South $89^{\circ}58'39''$ West for a distance of 393.09 feet to a capped iron in place being located on the Easterly right of way of Shelby County Road No. 12; thence proceed Southwesterly along the Easterly right of way of said road and along the curvature of a concave curve right having a delta angle of $16^{\circ}12'23''$ and a radius of 1185.92 feet for a chord bearing and distance of South $07^{\circ}50'56''$ West, 334.33 feet to the P.T. of said curve being a concrete right of way monument in place, thence proceed South $16^{\circ}02'45''$ West along the Easterly right of way of said road for a distance of 358.26 feet; thence proceed South $89^{\circ}25'46''$ East for a distance of 535.84 feet to the point of beginning.

The above described land is located in the Southwest one-fourth of the Southwest one-fourth of Section 32, Township 21, Range 2 West, Shelby County, Alabama.