

PARTIAL MORTGAGE RELEASE

20081216000466400 1/1 \$11.00
Shelby Cnty Judge of Probate, AL
12/16/2008 09:58:01AM FILED/CERT

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that whereas, **Leonard R. Fowler and Claudia Jane Fowler**, executed a mortgage to Merchants & Farmers Bank (M & F Bank) formerly known as First National Bank of Shelby County, which was recorded on February 7, 2002 in the Probate Office of Shelby County, Alabama, bearing **Instrument Number 200207370**. This original mortgage was amended and recorded February 24, 2004 in the Probate Office of Shelby County, Alabama bearing **Instrument Number 20040224000095650**.

Whereas, **Leonard R. Fowler and Claudia Jane Fowler**, desires to have the land described below released from said mortgage and said M & F Bank agrees to release said land from said mortgage;

Now, therefore, the undersigned M & F Bank does hereby release, remise and quit claim unto the said Leonard R. Fowler and Claudia Jane Fowler, all the right, title and interest acquired under said mortgage in and to that part of the premises conveyed therein, and described as follows, to-wit;

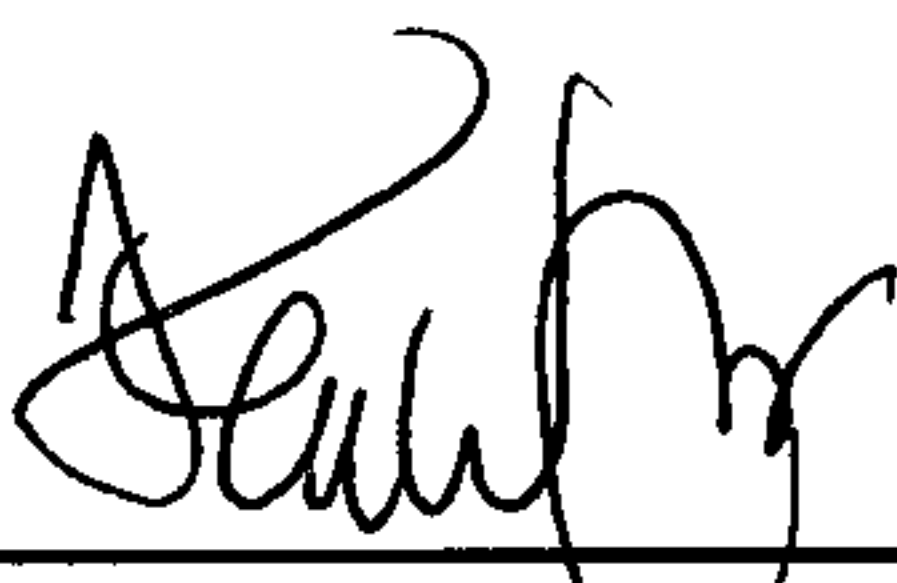
Commence at the NW Corner of the East ½ of the SW ¼ of the SE ¼ of Section 35, Township 20 South, Range 1 East, Shelby County, Alabama; thence S00° 00'01"E, a distance of 1,007.08' to the Point of Beginning; thence continue along the described course, a distance of 270.00' to a point of the Northerly R.O.W line of Shelby County Highway 48, (Blue Springs Road), 80' R.O.W.; thence S88° 46'03"E and along said R.O.W. line, a distance of 210.00'; thence N00° 00'01"W and leaving said R.O.W. line, a distance of 270.00'; thence N88° 46'03"W, a distance of 210.00' to the Point of Beginning.
Said Parcel containing 1.30 acres, more or less. According to the survey of Rodney Shiflett dated May 5, 2008.

TO HAVE AND TO HOLD to the said Leonard R. Fowler and Claudia Jane Fowler, and to its successors and assigns forever.

It is understood and agreed that this release shall not in any way impair or affect the right of the said mortgagee to hold the remainder of the premises conveyed in said mortgage, and the remainder or the premises is not hereby released as security for that part of the mortgage indebtedness remaining unpaid on said mortgage.

IN WITNESS WHEREOF, the Grantor M & F Bank has hereunto set its hands and seals this the 16th day of December, 2008.

M & F Bank



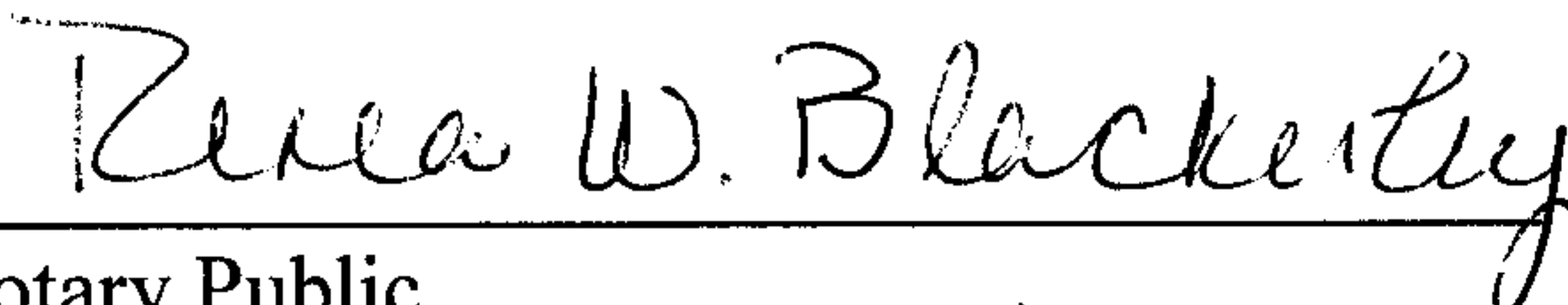
By: **Kevin W. Morris**
Authorized Representative

STATE OF ALABAMA
SHELBY COUNTY

CORPORATE ACKNOWLEDGMENT

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Kevin W. Morris whose name as an Authorized Representative of M & F Bank, a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument she, as such representative and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and Official Seal this 16th day of December, 2008.



Notary Public
My Commission Expires: 4-6-12