

20101015000344990 1/2 \$15.00
Shelby Cnty Judge of Probate, AL
10/15/2010 12:34:10 PM FILED/CERT

Partial Release

STATE OF ALABAMA
JEFFERSON COUNTY

Know All Men by These Presents, That whereas the undersigned APCO Employees Credit Union is the owner and holder of record of that certain mortgage executed by James Rowe and wife, Aundrea Rowe to APCO Employees Credit Union dated January 04, 2010, and recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument No. 2010010800007230, in which mortgage the following described land and other land is described and conveyed; and,

Whereas, for the consideration herein set out, the said APCO Employees Credit Union has agreed to release from the lien of said mortgage the hereinafter described land.

Now, Therefore, in consideration of the premises and the sum of ten dollars (\$10.00) and other good and valuable consideration paid to the holder of said mortgage, on the execution and delivery of this instrument, the receipt of which sum is hereby acknowledged, the said APCO Employees Credit Union does hereby release, remise, convey and quitclaim unto the said James Rowe and wife, Aundrea Rowe, their heirs and assigns from the lien, operation and effect of said mortgage that part of the land described in said mortgage which is described as follows:

Legal: Description:

Part of the NW 1/4 of the NW 1/4 of Section 19, Township 20 South, Range 1 West, Shelby County, Alabama being more particularly described as follows:

Commence at the NW corner of said Section 19 and run South 89 degrees 07 minutes 17 seconds East along the North line of said section for a distance of 149.93 feet to an existing iron rebar; thence turn an angle to the right of 81 degrees 03 minutes 19 seconds and run in a Southeasterly direction for a distance of 415.07 feet to an existing 1/2 inch iron rebar; thence turn an angle to the left of 27 degrees 49 minutes 59 seconds and run in a Southeasterly direction for a distance of 41.52 feet to an existing iron rebar set by Weygand and being the point of beginning; thence continue in a Southeasterly direction along the last mentioned course for a distance of 210.0 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 90 degrees and run in a Northeasterly direction for a distance of 210.0 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 90 degrees and run in a Northwesterly direction for a distance of 210.0 to an existing iron rebar set by Weygand; thence turn an angle to the left of 90 degrees and run in a Southwesterly direction for a distance of 210.0 feet, more or less, to an existing iron rebar set by Weygand and being the point of beginning.

Together with a 30 foot wide ingress/egress and utility easement.

Part of the NW 1/4 of the NW 1/4 of Section 19, Township 20 South, Range 1 West, Shelby County, Alabama being more particularly described as follows:

Commence at the NW corner of said Section 19 and run South 89 degrees 07 minutes 17 seconds East along the North line of said section for a distance 149.93 feet to an existing iron pin; thence turn an angle to the right of 81 degrees 03 minutes 19 seconds and run in a Southeasterly direction for a distance of 415.07 feet to an existing 1/2 inch iron rebar; thence turn an angle to the left of 27 degrees 49 minutes 59 seconds and run in a Southeasterly direction for a distance of 251.52 feet to an existing iron rebar set by Weygand and being the point of beginning of the following easement; thence continue in a Southeasterly direction along last mentioned course for a distance of 90.0 feet to an existing 1/2 inch iron rebar; thence turn an angle to the right of 5 degrees 56 minutes 14 seconds and run in a Southeasterly direction for a distance of 226.62 feet to an existing 1/2 inch iron rebar; thence turn an angle to the left of 28 degrees 43 minutes 26 seconds and run in a Southeasterly direction for a distance of 136.29 feet to an existing 1/2 inch iron rebar being on the Northwest right of way line of Shelby County Highway # 39; thence turn an angle to the left of 98 degrees 03 minutes 19 seconds and run in a Northeasterly direction along the Northeast right of way line of Shelby County Highway # 39 for a distance of 28.61 feet to the point of beginning of a curve, said curve being concave in a Southeasterly direction and having a central angle of 0 degrees 6 minutes 49 seconds and a radius of 860.0 feet; thence turn an angle to the right and run in a Northeasterly direction along the arc of said curve and along the Northwest right of way line of Shelby County Highway #39 for a distance of 1.71 feet; thence turn an angle to the left (82 degrees 00 minutes 05 seconds from the chord line of last mentioned curve) and run in a Northwesterly direction along the line 30 feet Northeasterly of and parallel with previously mentioned 136.29 foot long line for a distance of 124.37 feet; thence turn an angle to the right of 28 degrees 43 minutes 26 seconds and run in a Northwesterly direction for a distance of 262.07 feet; thence



turn an angle to the left of 5 degrees 56 minutes 14 seconds and run in a Northwesterly direction for a distance of 90.0 feet to a point on the previously mentioned 1 acre parcel of land and being on the Southeast side of it; thence turn an angle to the left of 90 degrees and run in a Southwesterly direction along the property line of previously mentioned 1 acre parcel for a distance of 30.0 feet, more or less, to the point of beginning of said easement.

Whether correctly described or not, this partial release in no way releases the remainder of the property described in said mortgage. It is the intent of APCO Employees Credit Union that the mortgage shall remain in full force and effect on the property described in Instrument No. 20100108000007230 and releases only the above described acreage.

As to all other land described and conveyed in said mortgage, the lien thereof shall remain in full force and effect, unaffected by this release.

To Have and to Hold said tract or parcel of land unto the said James Rowe and wife, Aundrea Rowe, their heirs and assigns forever.

In Witness Whereof, I hereunto set my hand and seal this 13 day of October, 2010.

APCO EMPLOYEES CREDIT UNION

V. Merrill Mann
By: V. MERRILL MANN
Its: Vice President

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that V. MERRILL MANN whose name as VICE PRESIDENT of APCO Employees Credit Union, a Credit Union, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he, as such officer and with full authority, executed the same voluntarily for and as the act of said Credit Union. Given under my hand this 13 day of October, 2010.

C. N. G.
Notary Public
My Commission Expires: 11/19/11