


This Instrument was Prepared by:  
Clayton T. Sweeney, Attorney at Law  
2700 Highway 280 East, Suite 160  
Birmingham, AL 35223

  
20130206000053160 1/1 \$13.00  
Shelby Cnty Judge of Probate, AL  
02/06/2013 01:50:10 PM FILED/CERT

STATE OF ALABAMA)  
SHELBY COUNTY )

PARTIAL RELEASE OF LIEN

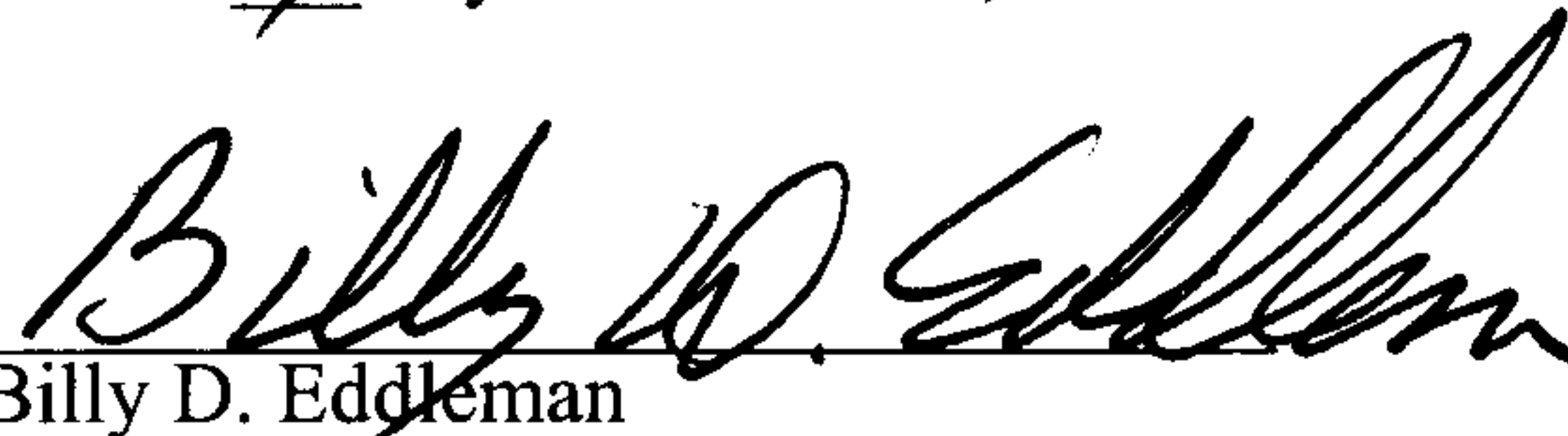
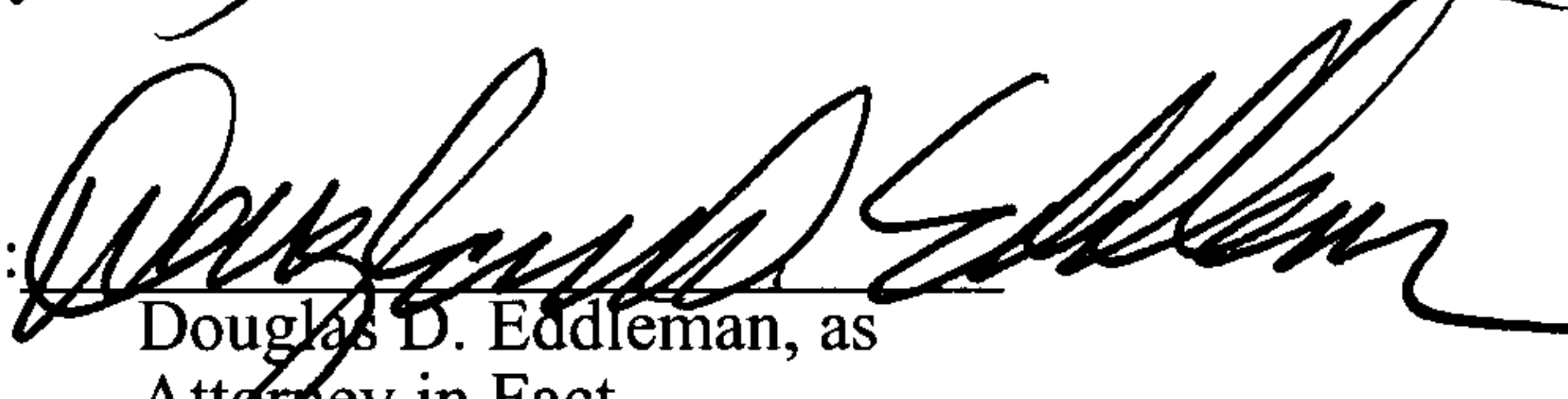
KNOW ALL MEN BY THESE PRESENTS, That for value received, the undersigned does hereby release the hereinafter particularly described property from the lien of that certain mortgage given by Highland Lakes Development, Ltd., an Alabama limited partnership, to Billy D. Eddleman and recorded in the Probate Office of Shelby County, Alabama, in Instrument #1995-12054 and modification agreement recorded in Instrument #1996-21142, Inst. #1998-7780 and Inst. #1999-40617; and for said consideration, the receipt of which is hereby acknowledged, the undersigned does hereby remise, release, all of his right, title and interest of the undersigned in and to the following described property located in SHELBY COUNTY, STATE OF ALABAMA, to wit:

Lot 2902, 2903 and 2904, according to the Survey of Highland Lakes, 29th Sector, an Eddleman Community, as recorded in Map Book 36, Page 33-A-D, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 and amended in Instrument #1996-17543 and further amended in Instrument # 1999-31095 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 29th Sector, recorded as Instrument No. 20051229000667930 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

But it is expressly understood and agreed that this release shall in no wise, and to no extent whatever, affect the lien of said mortgage as to the remainder of the property described in and secured by said mortgage. The undersigned is now the owner of said mortgage and all of the unpaid notes secured thereby.


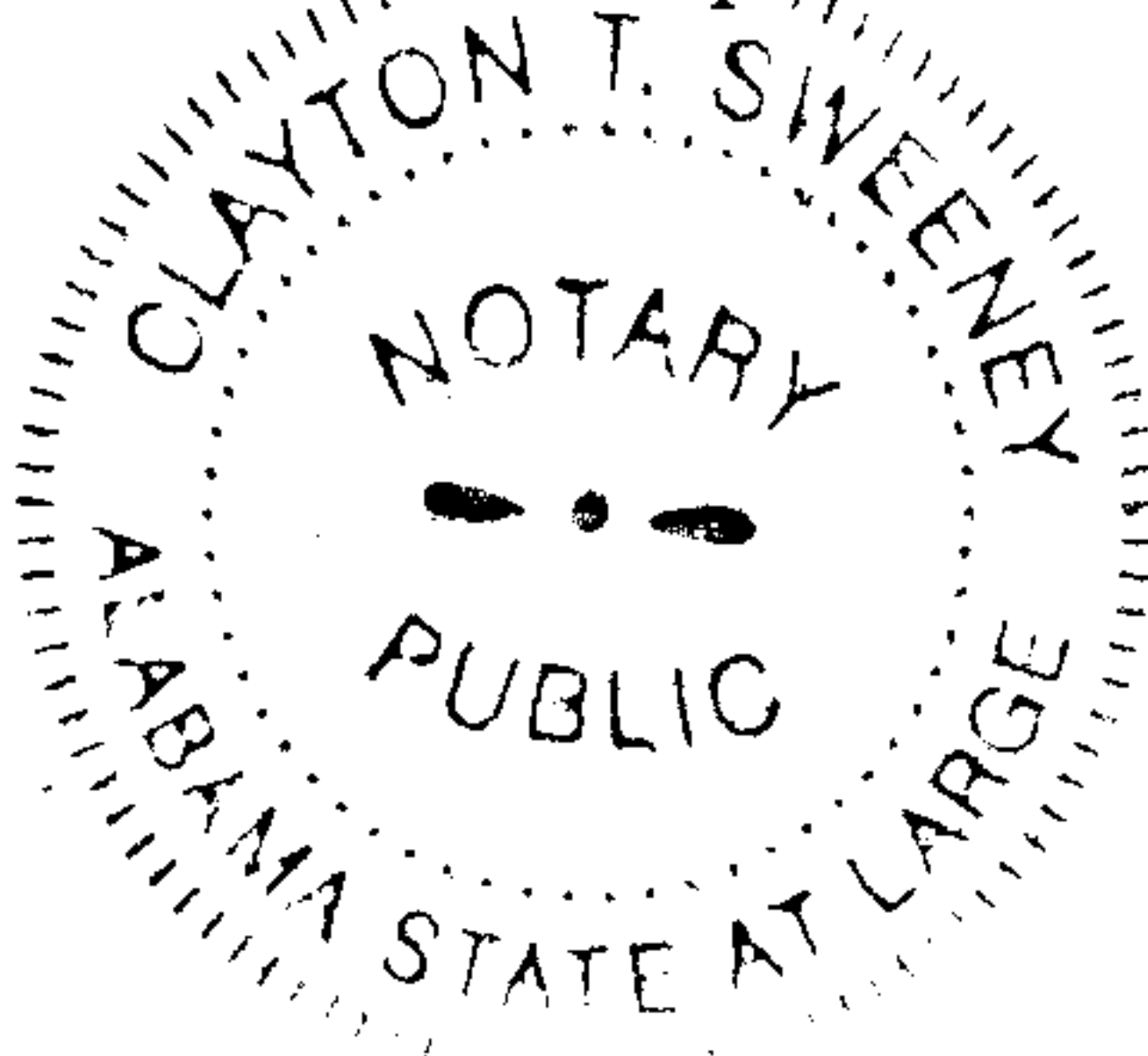
IN WITNESS WHEREOF, Douglas D. Eddleman whose name as Attorney in Fact for BILLY D. EDDLEMAN, has caused this instrument to be executed on this 31<sup>st</sup> day of December, 2012.

  
Billy D. Eddleman  
BY:   
Douglas D. Eddleman, as  
Attorney in Fact

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned authority, in and for said County in said State, hereby certify that Douglas D. Eddleman whose name as Attorney-in-Fact for Billy D. Eddleman under that certain Power of Attorney recorded in Instrument #1996-25601, in the Probate Office of Shelby County, Alabama, whose name 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 the instrument, he, in his capacity as such Attorney-in-Fact, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 31<sup>st</sup> day of December, 2012.

  
NOTARY PUBLIC  
My Commission expires: 6/5/2015  


CLAYTON T. SWEENEY, ATTORNEY AT LAW