

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

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Shelby Cnty Judge of Probate, AL
03/31/2017 01:31:55 PM FILED/CERT

State of Alabama)
Shelby County)

PARTIAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, That for value received, the undersigned, Douglas D. Eddleman as attorney-in-fact for Billy D. Eddleman, 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, Instrument #1998-7780 and Instrument #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 to Highland Lakes Development, Ltd. in and to the following described property located in SHELBY COUNTY, STATE OF ALABAMA, to wit:

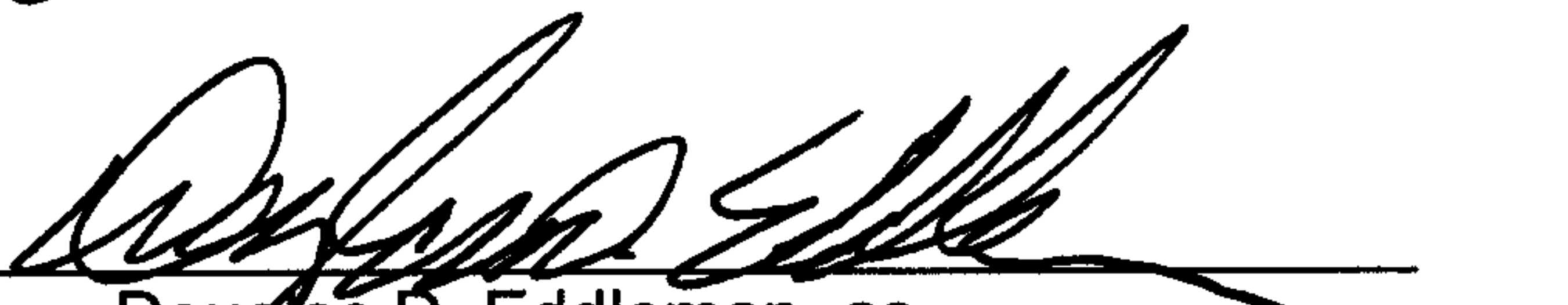
Lot 2924, according to the Survey of Highland Lakes, 29th Sector, an Eddleman Community, as recorded in Map Book 36, Pages 33 A, B, C and D, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

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, recorded as Instrument #20051229000667930, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration"). Mineral and mining rights excepted.

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, Billy D. Eddleman has caused this instrument to be executed on this 28th day of March, 2017.


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 28th day of March, 2017


NOTARY PUBLIC
My Commission expires: 6/2/2019

CLAYTON T. SWEENEY
NOTARY
My Comm. Expires
June 2, 2019
PUBLIC
ALABAMA STATE AT LARGE

CLAYTON T. SWEENEY, ATTORNEY AT LAW