

PARTIAL RELEASE OF MORTGAGE

STATE OF ALABAMA :

COUNTY OF SHELBY :

For and in consideration of the sum of Thirty Eight Thousand Eight Hundred Dollars (\$38,800.00) and other good and valuable consideration, the receipt of which is acknowledged by the undersigned, the undersigned does release the Release Property described below from the mortgage by Garrett O. Kearbey and Marjorie J. Kearbey, husband and wife, to National Bank of Commerce, dated September 16, 2016, and recorded September 20, 2016, as Instrument Number 20160920000343660, Pages 1 through 13 in the records in the Office of the Judge of Probate of Shelby County, Alabama; and

In further consideration, the receipt of which is acknowledged, the undersigned Mortgagee does REMISE, RELEASE, QUITCLAIM AND CONVEY unto the Mortgagor all of Mortgagee's right, title and interest in and to all of the following described Real Property (the "Release Property"):

Commence at the SW Corner of the NE ¼ of the NW ¼ of Section 25, Township 19 South, Range 1 West, Shelby County, Alabama; thence N90°00'00"E for a distance of 130.25' to the POINT OF BEGINNING; thence S01°08'15"W for a distance of 363.50'; thence N90°00'00"W for a distance of 460.15'; thence N01°08'15"E for a distance of 378.50'; thence N90°00'00"E for a distance of 460.15'; thence S01°08'15"W for a distance of 15.00' to the POINT OF BEGINNING.

PROVIDED, HOWEVER, it is expressly understood and agreed that Mortgagee shall retain and the Mortgage shall include the following described ingress, egress and utility easement:

A 30' Easement, lying 15' either side of and parallel to the following described centerline:

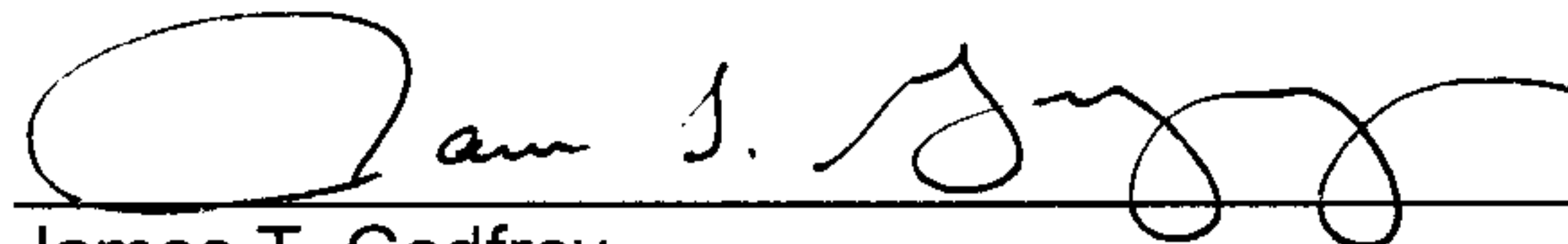
Commence at the SW Corner of the NE ¼ of the NW ¼ of Section 25, Township 19 South, Range 1 West, Shelby County, Alabama; thence N90°00'00"E, a distance of 115.25' to the POINT OF BEGINNING TO SAID CENTERLINE; thence S01°08'15"W, a distance of 30.60' to the POINT OF ENDING OF SAID CENTERLINE.

It is expressly understood and agreed that this Partial Release of Mortgage shall in no wise, and to no extent whatever, affect the lien and effectiveness of said Mortgage and with respect to the remaining property described in the Mortgage. The undersigned Mortgagee is now the owner of said lien, and the unpaid note(s) secured by said Mortgage.

IN WITNESS WHEREOF, the undersigned has caused this Partial Release to be duly executed on this 10th day of October, 2018.

National Bank of Commerce

By:



James T. Godfrey

Its: Senior Vice President



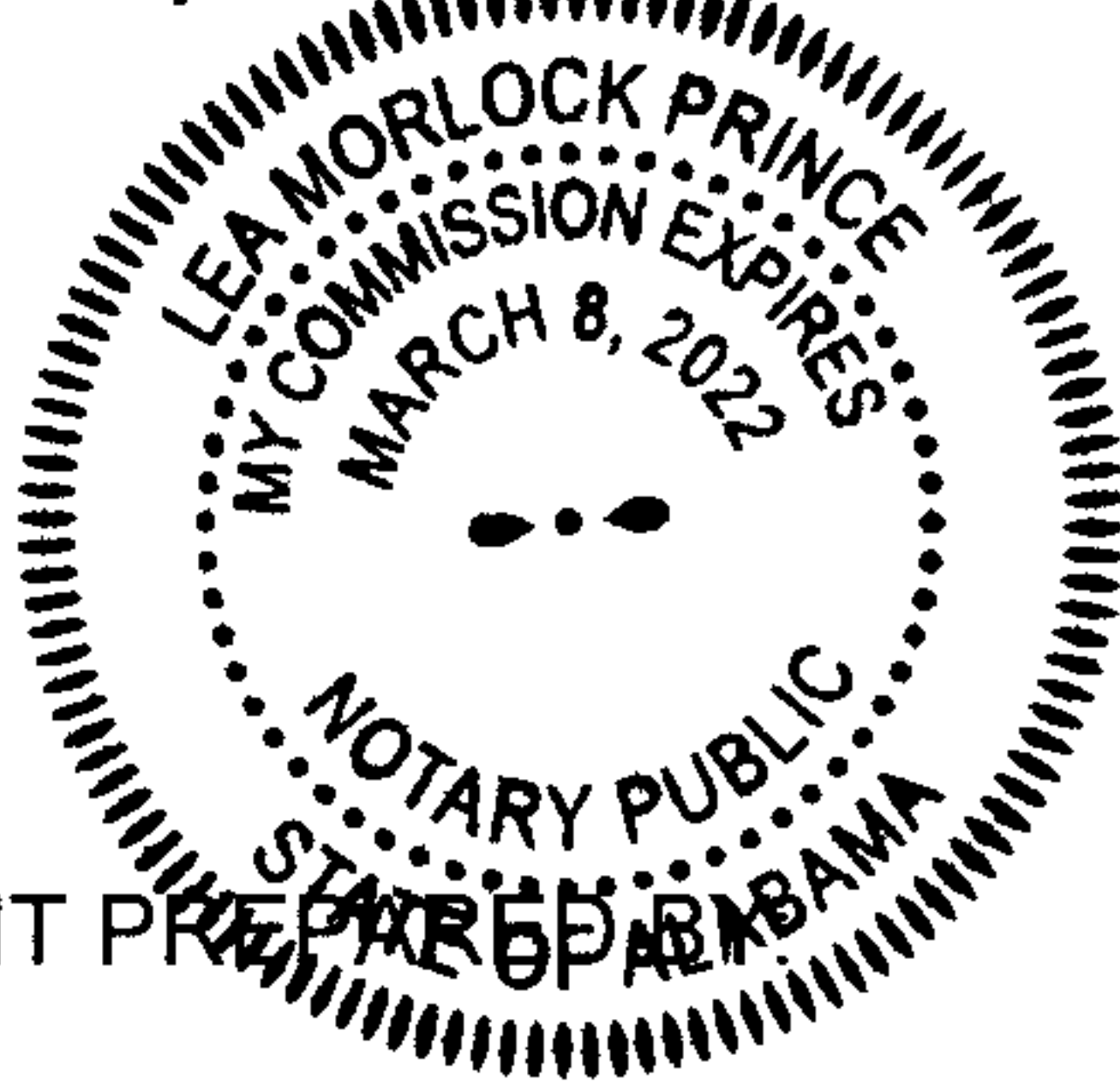
20181018000369280 1/2 \$18.00
Shelby Cnty Judge of Probate, AL
10/18/2018 10:49:21 AM FILED/CERT

STATE OF ALABAMA :

COUNTY OF BALDWIN :

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that James T. Godfrey whose name as Senior Vice-President of National Bank of Commerce, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal on this 10th day of October, 2018.



Lea Morlock Prince

Notary Public

My Commission Expires:

THIS INSTRUMENT PREPARED BY

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