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PARTREL 1/3

PARTIAL RELEASE AND MODIFICIATION AGREEMENT

MORTGAGOR: Roy W. Gilbert, III and Sharon R. Gilbert
5400 Saddlecreek Lane
Birmingham, Alabama 35242

MORTGAGE AND SECURITY AGREEMENT (as recorded):
COUNTY OF RECORD: Shelby County
DATE RECORDED: 03/04/2020
Instrument # 20200304000084950

State of Alabama
County of Shelby

KNOW ALL MEN BY THESE PRESENTS: That


WHEREAS, Mortgagor has heretofore executed the Mortgage and Security Agreement referenced above in favor of SouthPoint Bank ("Mortgagee") to secure indebtedness identified therein the principal amount of \$300,000.00 owed by Mortgagor or another to Mortgagee; and


WHEREAS, Mortgagor has requested that Mortgagee surrender the real property described below unto the Mortgagor, and hold and retain the residue of the mortgaged real property identified in the Mortgage and Security Agreement and any amendment thereto to secure all indebtedness remaining due thereunder.

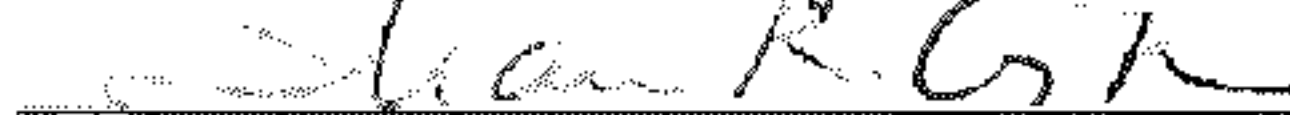
NOW, THEREFORE, Mortgagee does hereby grant, release and quitclaim unto Mortgagor, all of that part of the mortgaged real property described as follows:

Lot 1, according to the Gilbert Family Subdivision as recorded in Map Book 54 Page 55 in the Probate Office of Shelby County, Alabama and having Roy W Gilbert III and Sharon R Gilbert, a married couple, convey to the lender a right of ingress and egress over and across:

That certain easement for ingress and egress created by in that certain Reciprocal Limited Easement Agreement recorded in Inst. No. 20210114000022840 and that ingress and egress easement created by the Gilbert Family Subdivision as recorded in Map Book 54 Page 55 in the Probate Office of Shelby County, Alabama.



 Acknowledgement

 Acknowledgement

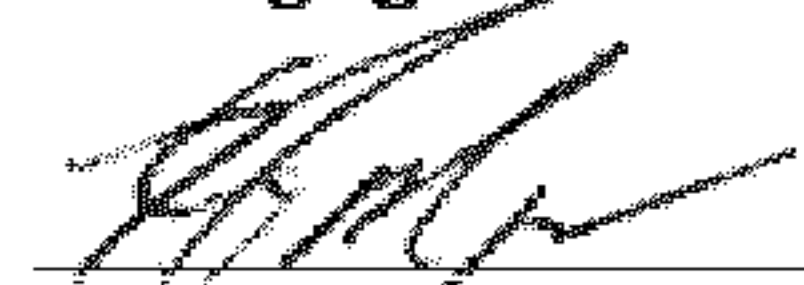
Together with all right, title, and interest of Mortgagee pursuant to the Mortgage and Security Agreement in and to the buildings, improvements, fixtures, easements, rights of way, appurtenances, royalties and profits thereunder belonging.

All other real property and other property described in the Mortgage and Security Agreement any amendment thereto shall remain subject to the lien thereof.

TO HAVE AND TO HOLD the real property hereby released and quitclaimed to Mortgagor, and to the heirs, successors, and assigns of Mortgagor forever.

IN WITNESS WHEREOF, Mortgagee has caused this **Partial Release of Mortgage and Modification Agreement** to be executed by its duly authorized officer or representative, this 24th day of August, 2021.

Mortgagee: SouthPoint Bank



Howe Myers, EVP

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, Kelly Moore a Notary Public in and for said County, in said State, hereby certify that Howe Myers, whose name as EVP of SouthPoint Bank, a corporation, is signed to the foregoing conveyance, Howe Myers, as such office and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand and official seal, this 24th day of August, 2021

 (Notary Public)
My commission expires:



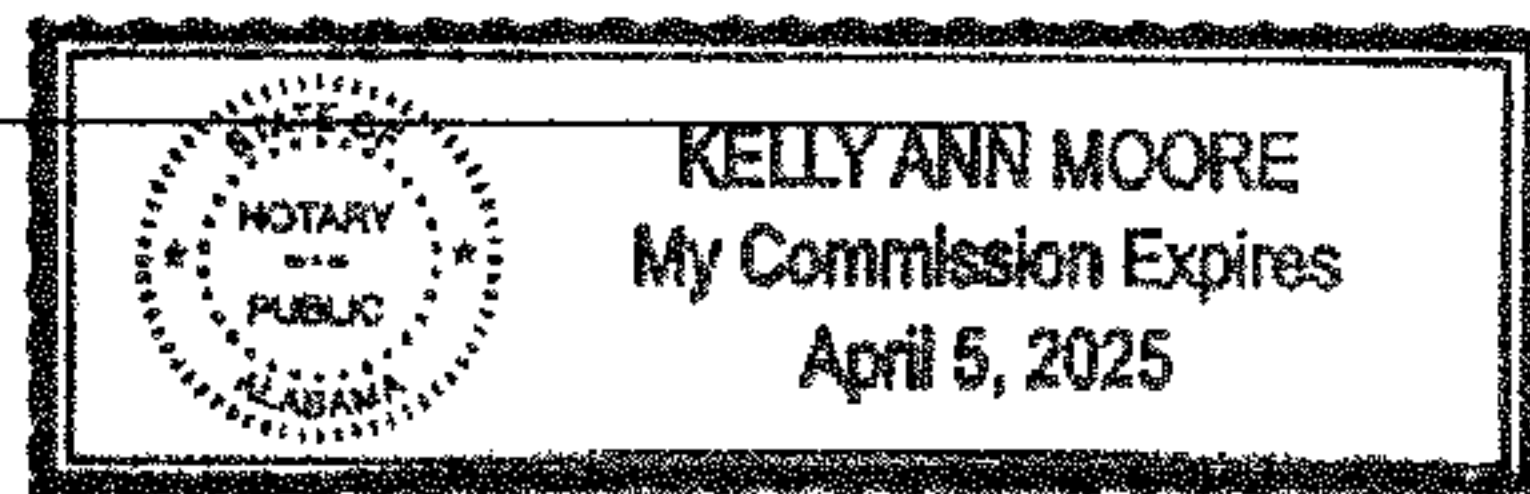
STATE OF ALABAMA
COUNTY OF JEFFERSON

I, Kelly Moore a Notary Public in and for said County, in said State, hereby certify that Roy W Gilbert, III and Sharon R Gilbert, a married couple, whose names are signed to the foregoing and who are known to me, acknowledge before me on this day that, being informed of the contents of the Partial Release and Modification Agreement, they executed the same, voluntarily, on the day the same bears date.

Given under my hand and official seal, this 3rd day of August, 2021

Kelly Moore (Notary Public)

My commission expires: _____



This Instrument Prepared By:
Suzann Y Allen
SouthPoint Bank
3500 Grandview Parkway
STATE OF ALABAMA
COUNTY OF JEFFERSON



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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Allen S. Bayl