

PARTIAL RELEASE

MIN #100032412217714077

STATE OF ALABAMA )

COUNTY OF Shelby )

*Prepared By:*  
*United Wholesale Mortgage*  
*425 Phillips Blvd.*  
*Evans MS 38618*



20250318000080490 1/3 \$28.00  
Shelby Cnty Judge of Probate, AL  
03/18/2025 01:31:09 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, United Wholesale Mortgage, LLC, (hereinafter "Current Mortgagee") is the Holder and Owner of the Indebtedness and the following described mortgage:

That certain Mortgage executed by Harold A. Sumerford, Jr. and Shannon C. Sumerford a husband and wife (whether one or more "Mortgagor"), to United Wholesale Mortgage, LLC on August 18, 2021, which said mortgage was recorded in the office of the Judge of Probate of Shelby County on August 24, 2021, in Instrument #20210824000412450.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Current Mortgagee does remise, release, quit-claim, exonerate and discharge from the lien and operation of the Mortgage unto Mortgagor, its heirs and assigns, all that piece, parcel or tract of land, being a part of the premises conveyed by said Mortgage, to-wit:

**Parcel of Right-of-Way described in Exhibit A which is incorporated herein and attached hereto.**

FURTHER, this Partial Satisfaction of Recorded Mortgage shall in no way impair or release the lien in the Mortgage covering the parcel of land described in Exhibit B except that land being released as described in Exhibit A.

TO HAVE AND TO HOLD the same Parcel of Right-of-Way (Exhibit A), with the appurtenances, unto Mortgagor, its heirs and assigns forever, freed, exonerated and discharged of and from the lien of the Mortgage, and every part thereof; provided always, nevertheless, that nothing herein contained shall in anywise impair, alter or diminish the effect, lien or encumbrance of the aforesaid Mortgage on the remaining part of said mortgage premises not hereby released therefrom and described above as Parcel of land in Exhibit B, or any of the rights and remedies of the Current Mortgagee as the holder thereof.

In Witness Whereof, the undersigned in the capacity stated has caused these presents to be executed this 9<sup>th</sup> day of Dec., 2024.



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## Exhibit A

A parcel of Right-of-Way being more particularly described as follows:

Commence at the SW corner of Section 3 Township 19 South Range 2 West; thence run easterly along the south line of said section for a distance of 1004.07 ft; thence turn left an angle of  $126^{\circ}36'0''$  and run northwesterly for a distance of 194.56 ft to the point of beginning of a curve to the right having a central angle of  $44^{\circ}37'01.11''$ , a radius of 1900.00 ft, and an arc length of 1479.55 feet; thence run northwesterly along the arc of said curve a distance of 545.72 feet to the Point of Beginning of a variable width Right-of-Way being bound on the northeasterly side by the currently existing southwesterly right-of-way line of Caldwell Mill Road and being bound on the southwesterly side by a line being 55 feet southwesterly of and perpendicular to, at this point, and increasing to 105 feet southwesterly of and perpendicular to a point, 81.64 feet ahead along the following described line; thence continue northwesterly along the previously described course and the arc of said curve for a distance of 81.64 feet to said point. At this point the Right-of-Way is bound on the southwesterly side by a line lying 105 feet southwesterly of and parallel to the following described line; thence continue northwesterly along the previously described course and the arc of said curve for a distance of 250 feet. At this point the Right-of-Way is bound on the southwesterly side by a line being 105 feet southwesterly of and perpendicular to, at this point, and increasing to 158.48 feet southwesterly of and perpendicular to a point, 37.25 feet ahead along the following described line; thence continue northwesterly along the previously described course and the arc of said curve for a distance of 37.25 feet. At this point the Right-of-Way is bounded by a line decreasing to 75.84 feet southwesterly of and perpendicular to a point 36.16 feet ahead along the following described line; thence continue northwesterly along the last described course and arc of said curve a distance of 36.16 feet to said point and the end of said Right-of-Way.

All of said Right-of-Way lies in the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  Section 3, Township 19 South, Range 2 West, Shelby County, Alabama and is part of Lot 4 according to the Final Plat of Heatherwood Estates as recorded in Map Book 51, Page 13 in the Office of Judge of Probate, Shelby County, Alabama and contains 0.470 acres, more or less.





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Mortgage Electronic Registration System, Inc. as nominee for:

**United Wholesale Mortgage, LLC, ISAOA**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Capacity: \_\_\_\_\_

STATE OF New Jersey )

COUNTY OF Mercer )

Before me, the undersigned authority, on this day personally appeared Seth Ruby, in his/her capacity as Vice President of ~~United~~ United Wholesale Mortgage, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he is the authorized representative of United Wholesale Mortgage, LLC, that he has signed the Partial **Release** of Recorded Mortgage on behalf of United Wholesale Mortgage, LLC, for the purposes and consideration therein expressed and in the capacity therein stated, and that he has authority on behalf of ~~United~~ United Wholesale Mortgage, LLC to sign this agreement.  
\* Mortgage Electronic Registration Systems Inc. as nominee for

Given under my hand and seal this the 19 day of December, 2024.

[SEAL]

**M NICHOLINA MELLODGE**  
Notary Public, State of New Jersey  
Comm. # 2431090  
My Commission Expires 3/13/2028

Nicholina Melodge  
Notary Public

My Commission Expires: 3/13/28