

20061204000586980 1/3 \$17.00  
Shelby Cnty Judge of Probate, AL  
12/04/2006 02:43:38PM FILED/CERT

STATE OF ALABAMA )  
COUNTY OF SHELBY )

RECORDING REQUESTED BY:

CapitalSource Finance LLC  
4445 Willard Avenue, 12<sup>th</sup> Floor  
Chevy Chase, MD 20815  
David M. Martin, General Counsel  
Attn: Dawn A. Thomas

(SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY)

**RELEASE OF MORTGAGE ASSIGNMENT OF RENTS AND LEASES, SECURITY  
AGREEMENT AND FIXTURE FILING**  
(136 First Street N. Alabaster, AL)

**THIS INDENTURE**, Made this 27<sup>th</sup> day of November, 2006 between CAPITALSOURCE FINANCE, LLC, a Delaware limited liability company, as party or parties of the first part, hereinafter called Grantor, and SOVEREIGN EO, LLC, a Delaware limited liability company, parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH that:** Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable considerations in hand paid at and before the sealing and delivery of these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee,

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

This deed is given for the purpose of releasing the within described property from the certain Security Deed from Grantee to Grantor, dated March 15, 2006, filed April 3, 2006, recorded in Deed Book 2006040300015 , page 1500, Shelby County records, in the amount of Seventy-Six Million Thirty Two Dollars NO/100 Dollars (\$76,032,000.00).

**TO HAVE AND TO HOLD** the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right to title to said premises or appurtenances, or any rights thereof.

**NOTWITHSTANDING** the foregoing, nothing set forth herein is intended in any way to release or terminate the effectiveness of any indemnification or other provision of the Mortgage specifically intended by its terms to survive release of the premises from the lien of the mortgage or repayment in full of the underlying debt thereon.

When recorded mail to:  
LandAmerica Financial Group, Inc.  
Attn: A. Brown  
1850 N. Central Avenue, Suite 300  
Phoenix, AZ 85004  
Escrow No. 06-49259

9025



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Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural.

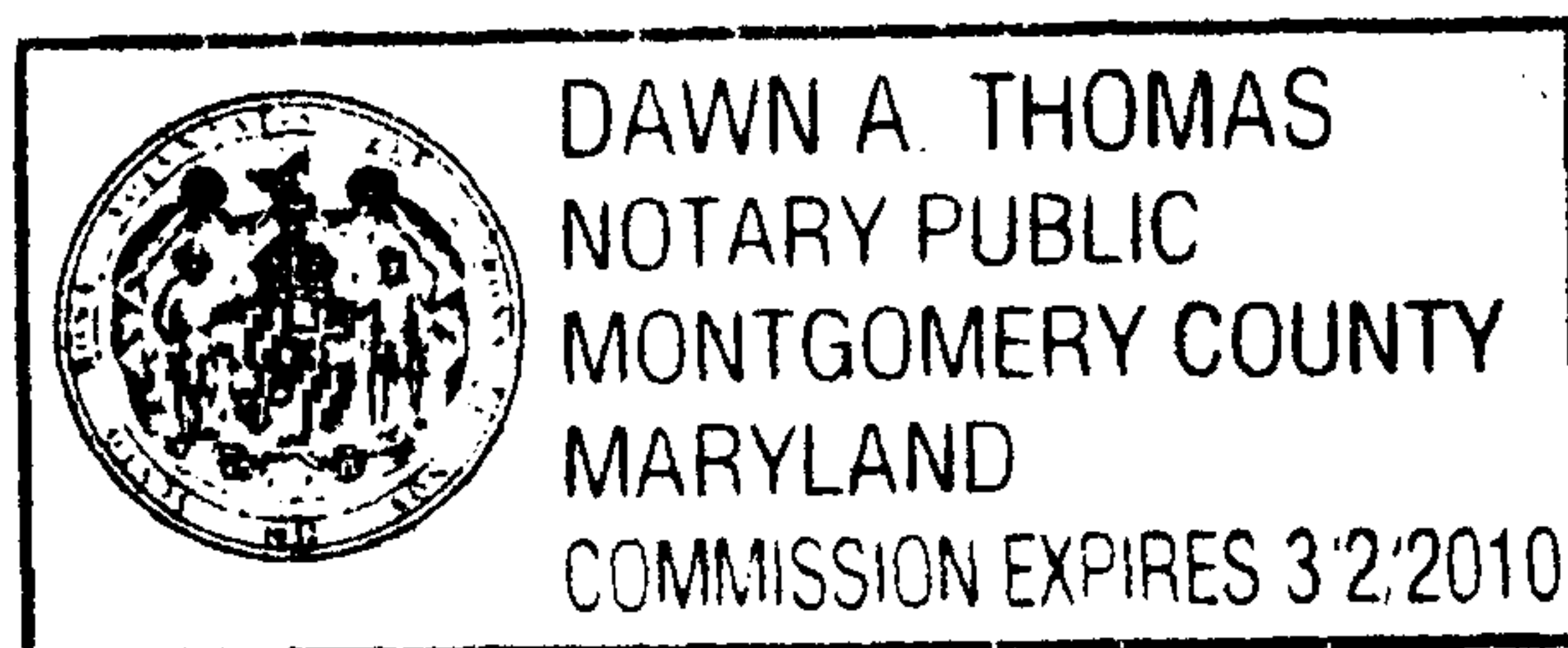
Dated: Nov. 27, 2006

CAPITALSOURCE FINANCE LLC

By: [Signature]  
Name: **Lee T. Smith**  
Title: **Associate General Counsel**

STATE OF MARYLAND  
COUNTY OF MONTGOMERY

The foregoing instrument was acknowledged before me this 27th day of November, 2006, by Lee T. Smith as Assoc. Genl. Counsel of CAPITALSOURCE FINANCE LLC, a Delaware limited liability company, on behalf of the company and who is /X/ personally known to me or / has provided                      as identification.



[Affix Notary Seal]

[Signature]  
Signature of Notary Public

**Dawn A. Thomas**  
Printed Name of Notary Public

3/2/2010  
Commission Number and Expiration Date





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**Exhibit "A" continued**

**Parcel 5:**



20060403000151500 30/41 \$132.00  
Shelby Cnty Judge of Probate, AL  
04/03/2006 09:10:43AM FILED/CERT

**(Store No.10- 136 First St. North - 06-47729)**

Lots 3, 4, 5, 6, 7 and the South half of Lot 8, Block 2, according to Nickerson-  
Scott Survey as recorded in Map Book 3, page 34, in the Probate Office of Shelby  
County, Alabama.