

THIS INSTRUMENT WAS PREPARED BY
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Maynard, Cooper & Gale, P.C.
2400 Regions/Harbert Plaza
1901 Sixth Ave. N.
Birmingham, Alabama 35203-2618

20180824000304010
08/24/2018 08:17:06 AM
PARTREL 1/3

STATE OF ALABAMA)

SHELBY COUNTY)

PARTIAL RELEASE OF HYPOTHICATION AGREEMENT

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid and other good and valuable consideration delivered to **TEXAS CAPITAL BANK, NATIONAL ASSOCIATION** ("TCB"), by **RC BIRMINGHAM, LLC**, an Alabama limited liability company ("Owner"), the receipt of which is hereby acknowledged, TCB hereby releases any portion of that tract or parcel of land lying and being in Shelby County, Alabama, being more particularly described on Exhibit A, attached hereto and incorporated by this reference, from that certain encumbrance of the following instrument:

Hypothication Agreement executed by RC Birmingham, LLC, an Alabama limited liability company, and Rausch Coleman Homes, LLC in favor of Texas Capital Bank, National Association, dated January 5, 2018 and recorded on January 26, 2018 in Instrument No. 20180126000027420 in the Office of the Judge of Probate of Shelby County, Alabama (the "Hypothication Agreement").

Provided, however, that nothing contained in this Partial Release of Hypothication Agreement ("Partial Release") shall affect the Hypothication Agreement as to the remainder of the property described or otherwise encumbered by the Hypothication Agreement, and the Hypothication Agreement shall remain in full force and effect in accordance with its terms with respect to all remaining property set forth therein. It is further expressly agreed and understood that this Partial Release does not release, affect or impair any rights or liens granted by Owner in favor of TCB against any other property owned by Owner or under any other documents executed in favor of TCB.

[Signature on following page]

IN WITNESS WHEREOF, the undersigned has duly executed this Partial Release as of the date set forth in the acknowledgement below.

TEXAS CAPITAL BANK,
NATIONAL ASSOCIATION

By: [Signature]

Name: Sabrina Chou
Vice President

Title: _____

STATE OF Texas)

COUNTY OF Harris)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Sabrina Chou, whose name as Vice President of Texas Capital Bank, a National Association, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said national association.

Given under my hand and official seal this the 3rd day of August, 2018.

[Signature]
Notary Public

My commission expires: 5-06-2022.

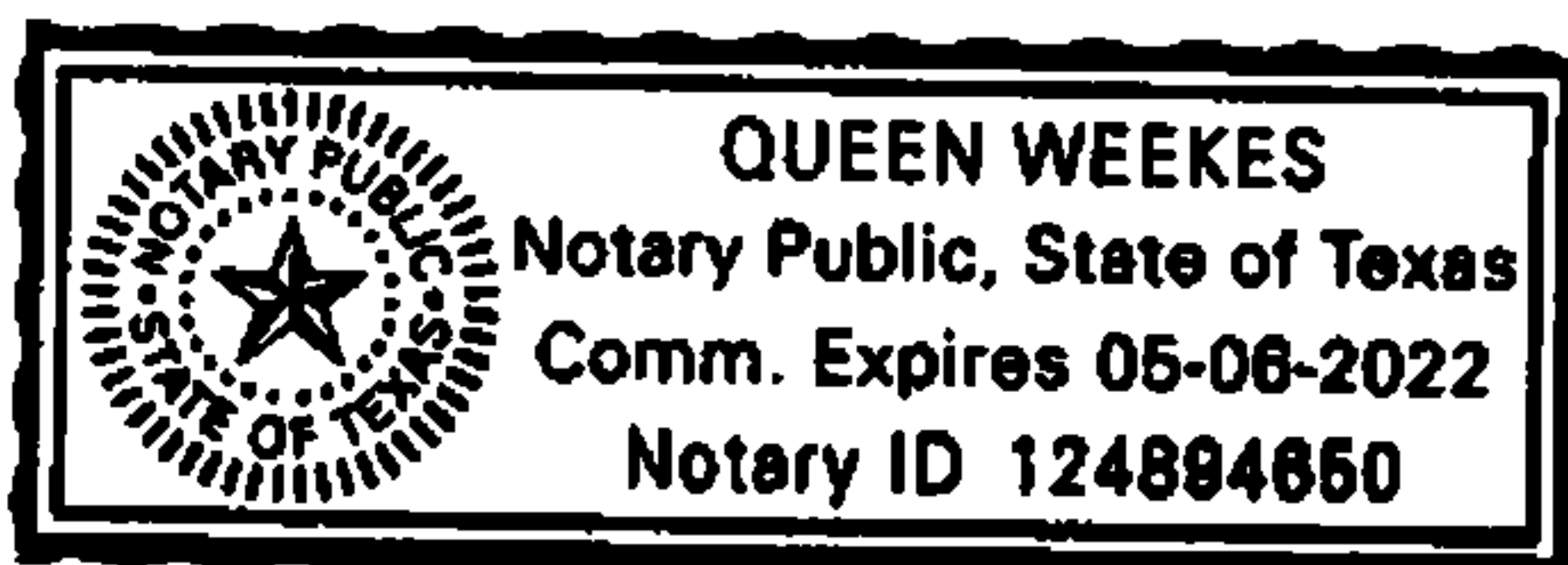


EXHIBIT A

(Land Description)

Lots 1 through 32, inclusive, as shown on that certain Final Plat of Patriot Point, a planned traditional residential development, as recorded in Map Book 38, Page 93 and Instrument No. 20070518000231510 in the Office of the Judge of Probate of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/24/2018 08:17:06 AM
\$21.00 CHERRY
20180824000304010

Allen S. Bayl