This Instrument Prepared By:

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STATE OF ALABAMA

SHELBY COUNTY

## FULL SATISFACTION OF RECORDED LIEN

THIS INDENTURE, made and entered into this <u>JZ Th</u> day of January, 1994, by and between HARBERT PROPERTIES CORPORATION, Mortgagor ("Mortgagor"), and CONTINENTAL BANK N.A., as Agent for itself and other Lenders, Mortgagee ("Mortgagee").

## WITNESSETH:

WHEREAS, on the 19th day of March, 1993, Mortgagor executed and delivered in favor of Mortgagee that certain Future Advance Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement (the "Mortgage"), which Mortgage was on the 26th day of March, 1993, duly recorded in the Office of the Judge of Probate of Shelby County, Alabama at Instrument #1993-08141; and

WHEREAS, Mortgagor has requested Mortgagee to release and satisfy said Mortgage.

NOW, THEREFORE, in consideration of \$10.00 in hand paid by Mortgagor to Mortgagee and other good and valuable consideration, the receipt and sufficiency whereof hereby are acknowledged, the Mortgagee hereby releases and satisfies said Mortgage.

FURTHERMORE, the Mortgagee does hereby release, remise and forever quitclaim to Mortgagor, its successors and assigns, all of the properties and interests in properties, whether real, personal or mixed, subject to said Mortgage, together with all tenements, hereditaments and appurtenances thereto (collectively, the "Subject Property").

TO HAVE AND TO HOLD, unto Mortgagor and its successors and assigns forever.

This Full Satisfaction of Recorded Lien does not release any covenants, warranties, indemnities or other obligations of Mortgagor or any other party under the Loan Documents (as defined in the Mortgage) which by their terms expressly survive the release or termination of such Loan Documents; provided, however, that this Full Satisfaction of Recorded Lien shall act as a full and unconditional release and satisfaction of the Mortgage and termination of all liens, claims and interests of the Agent and any Lender (as such terms are defined in the Mortgage) and any person claiming by, through or under the Agent or any said Lender in or to the Subject Property arising under the Mortgage or otherwise.

CONTINENTAL BANK N.A., as Agent for itself and other Lenders, as described in the Mortgage 01/18/1994-01697 09:01 AM CERTIFIED STATE OF ILLINOIS SHELBY COUNTY JUDGE OF PROBATE COUNTY OF <u>COOK</u> 8.50 DOT MCB I, Active Maccocoles, a notary public in and for said county in said state, hereby certify that Bruce A. Sunner, , whose name as Senier Vice President of CONTINENTAL BANK N.A., a national banking association, on its own behalf and in its capacity as Agent for other Lenders as described in the foregoing instrument, 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 such instrument, ke, as such officer and with full authority, executed the same voluntarily for and as the act of said national banking association, on its own behalf and in its capacity as Agent as aforesaid. Given under my hand and official seal this  $H^{th}$  day of  $\underline{\phantom{a}}$ "OFFICIAL SEAL"

Notary Public

My Commission Expires:\_\_\_

[ Notarial Scal }

Debbie Marcordes

Marray Public, State of Illinois

My Commission Expires Dec. 17, 1995