



20030729000486450 Pg 1/3 20.00
Shelby Cnty Judge of Probate,AL
07/29/2003 11:08:00 FILED/CERTIFIED

For use with 1st Sector releases

This instrument prepared by:

J. Keith Windle

Bradley Arant Rose & White LLP

One Federal Place

1819 Fifth Avenue North

Birmingham, Alabama 35203

STATE OF ALABAMA

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$$\vdots$$

SHELBY COUNTY

)

PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, That:

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned First Commercial Bank ("Mortgagee") does hereby release the real property described below from the lien of the following instruments: (1) that certain Mortgage and Security Agreement executed by Caldwell Mill, LLP ("Mortgagor") which is recorded as Instrument 2000/43397 in the Probate Office of Shelby County, Alabama; (2) that certain Mortgage and Security Agreement executed by Mortgagor, which is recorded in said Probate Office as Instrument 2002-14866, as amended by First Amendment to Mortgage and Security Agreement recorded as Instrument 20021230000653000 in said Probate Office, and as further amended by Second Amendment to Mortgage and Security Agreement recorded as Instrument 20030508000285620 in said Probate Office; (3) that certain Accommodation Mortgage and Security Agreement executed by Gibson & Anderson Construction, Inc. which is recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument 2002-03467, as amended by First Amendment to Accommodation Mortgage and Security Agreement recorded as Instrument 20030124000044080 in said Probate Office, as further amended by Second Amendment to Accommodation Mortgage and Security Agreement recorded as Instrument 20030714000442730 in said Probate Office; (4) that certain Assignment of Leases and Rents executed by Mortgagor and recorded in said Probate Office as Instrument 2000/43398; and (5) that certain Assignment of Leases and Rents recorded as Instrument 2002-14867 in said Probate Office. Mortgagee does hereby release, remise, quit claim, and convey unto Mortgagor, its successors, heirs and assigns all of the right, title, and interest of the undersigned in and to the following described real estate situated in Shelby County, Alabama, to-wit:

Lots 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 24, 25, 33, 34, 35, 36, 37, 38, 39, 40, 41, 48, 49, 50, 51, 52, 53, 56, 57, 58, 63, 64, 65, 66, 67, 68, 69, 72, 73, 74, 75, 76, 77, 78, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 99A and 99B according to the Survey of Caldwell Crossings recorded in Map Book 29, Page 9 in the Office of the Judge of Probate of Shelby County, Alabama.

Lots 79A and 80A, according to a resurvey of Lots 79 and 80 of Caldwell Crossings recorded in Map Book 29, Page 54 in the Office of the Judge of Probate of Shelby County, Alabama.

Lots 43A, 44A and 45A, according to a resurvey of Lots 43, 44, 45, 46 and 47 of Caldwell Crossings recorded in Map Book 29, Page 55 in the Office of the Judge of Probate of Shelby County, Alabama.

Lots 5A and 6A, according to a resurvey of Lots 5 and 6 of Caldwell Crossings recorded in Map Book 29, Page 67 in the Office of the Judge of Probate of Shelby County, Alabama.

Lots 54A, 55A, 59A, 60A, 61A and 62A, according to a resurvey of Lots 54, 55, 59, 60, 61 and 62 of Caldwell Crossings recorded in Map Book 29, Page 70 in the Office of the Judge of Probate of Shelby County, Alabama.

Lots 19A, 20A, 21A, 22A, 23A, 27A, 28A, 29A 30A, 31A and 32A, according to a resurvey of Lots 19, 20, 21, 22, 23, 27, 28, 29, 30, 31 and 32 of Caldwell Crossings recorded in Map Book 29, Page 54 in the Office of the Judge of Probate of Shelby County, Alabama.

It is expressly understood and agreed that this release shall not in any manner affect the lien of the documents described above as to the remainder of the property described therein or the indebtedness secured thereby.

Mortgagee has caused this instrument to be executed by its officer thereunto duly authorized
on or as of the 23 day of July, 200 3.

FIRST COMMERCIAL BANK

By: [Signature]

Its: FVP

STATE OF ALABAMA)

:

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that
Paul Schabacker, whose name as First VP of First Commercial Bank,
an Alabama banking corporation, 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 said instrument, he, as
such officer and with full authority, executed the same voluntarily for and as the act of said
corporation.

Given under my hand and official seal this 23 day of July, 200 3.

[Signature]

Notary Public

[NOTARIAL SEAL]

My commission expires: **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**
MY COMMISSION EXPIRES: Feb 21, 2006
~~BONDED THRU NOTARY PUBLIC UNDERWRITERS~~