

PARTIAL RELEASE

STATE OF ALABAMA
SHELBY COUNTY

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 as Instrument 20030508000285620 in said Probate Office, and further amended by Third Amendment to Mortgage and Security Agreement recorded as Instrument 20030811000526340 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 in 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 76 according to the Survey of Phase Five Caldwell Crossings, 2nd Sector, as recorded in Map Book 32, page 103 A and B, in the Probate Office of Shelby County, Alabama.

It is expressly understood and agreed that this release shall not in any manner affect the lien of said mortgage as to the remainder of the property described in and secured by said mortgage.

IN WITNESS WHEREOF, the undersigned First Commercial Bank has hereunto set its hand and seal on this 17th day of November, 2004.

FIRST COMMERCIAL BANK

BY: 

Traci Langston


Loan Documentation Officer

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that Traci Langston, whose name as Loan Documentation Officer 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 the instrument, he executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 17th day of November 2004.

PREPARED BY: Marilyn McCue for
FIRST COMMERCIAL BANK
P. O. BOX 11746
BIRMINGHAM, AL 35202-1746



Notary Public

NOTARY PUBLIC, STATE OF ALABAMA
MY COMMISSION EXPIRES 06/30/07
ELECTED 11/19/04 BY THE PEOPLE OF ALABAMA

20041119000638550 Pg 2/2 23.00
Shelby Cnty Judge of Probate, AL
11/19/2004 12:58:00 FILED/CERTIFIED