14.00

20060531000256800 1/2 $14.00
Shelby Cnty Judge of Probate, AL
05/31/2006 12:31:45PM FILED/CERT

10/17/2005 # 20051017000540070 Book 35 Page 10.

Space Above This Line For Recording Data

This instrument was prepared by ServisFirst Bank, P O Box 1508, Birmingham, Alabama 35201-1508

RELEASE OF MORTGAGE

3814

ServisFirst Bank, which is organized and existing under the laws of Alabama and holder of that certain Mortgage made and executed by BUCK CREEK CONSTRUCTION, INC as Mortgagor, and ServisFirst Bank, as Mortgagee on MAY 23, 2005, to secure the debt or other obligation in the amount of $300,300.00, certifies that the Mortgage has been fully paid, satisfied or otherwise discharged. The Mortgage was recorded on OCTOBER 17, 2005, in the SHELBY COUNTY, JUDGE OF PROBATE for SHELBY County, Alabama and is indexed as INSTRUMENT NUMBER 20051017000540070. The Mortgage having been complied with, the undersigned releases the Mortgage and all of its right, title and interest in the Property located at LOTS 1114/ 1115/1111/1147/1104/1153/1107 AT LAUCHLIN LANE AT BALLANTRAE, HELENA, Alabama 35080 and legally described as:

LOTS 1114/1115/1111/1147/1104/1153/1107 AT LAUCHLIN LANE AT BALLANTRAE AS RECORDED IN MAP BOOK 35, PAGE 10. SEE "ATTACHMENT A" FOR LEGAL DESCRIPTION.

LENDER:

ServisFirst Bank

By _____ (Seal)
Ryan Ramage, Vice President

_____
(Witness)

ACKNOWLEDGMENT.

May 9, 2006
Rebecca Hollis

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 22, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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20051017000540060 3/3 $18.00
Shelby Cnty Judge of Probate,AL
10/17/2005 01:46:07PM FILED/CERT

EXHIBIT "A"

Attached hereto and made a part of that certain Statutory Warranty Deed dated May 19th, 2005, by and between Mobley Development, Inc., Grantor, and Buck Creek Construction, Inc., Grantee

20060531000256800 2/2 $14.00
Shelby Cnty Judge of Probate,AL
05/31/2006 12:31:45PM FILED/CERT

COVENANT FOR STORM WATER RUN-OFF CONTROL

Grantee does, for itself, its successors and/or assigns, herewith covenant and agree to take all measures necessary to prevent/minimize the discharge of all sources of pollution (i.e., sediment, trash, garbage, debris, oil & grease, chemicals, material, etc.) to waters of the State from disturbed areas within the boundaries of the property herein conveyed.

Grantee further covenants to exercise applicable Best Management Practices (BMPs) for control of pollutants in storm water run-off as provided in the Alabama Handbook for Erosion Control, Sediment Control, and Stormwater Management on Construction Sites and Urban Areas and to comply with all city, county, and state regulations regarding same and more specifically to comply with the Alabama Water Pollution Control Act, as amended, and the Alabama Environmental Management Act, as amended.

Grantee further agrees to comply with applicable portions of the Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination Systems (NPDES) General Permit issued for the property herein conveyed.

Should Grantee fail to comply with this covenant, Grantor does reserve an easement over and across the property herein conveyed for itself, its agents, sub-contractors or assigns in order to install, erect or maintain the appropriate measures to meet or exceed BMPs for the control of pollutants in storm water run-off.

Grantor further reserves the right and authority to impose a lien on the property herein conveyed for the collection of costs incurred in the installation, erection or maintenance of such measures provided Grantee does not reimburse Grantor for such cost within ten (10) days after receipt of written demand.

The Grantee also agrees to pay any administrative fines and associated legal fees levied by the ADEM against the Grantor for non-compliance situations arising from actions or negligence on the part of the Grantee.

The foregoing shall be and is covenant running with the land to the benefit of Grantor, its successors and/or assigns.

Grantee does hereby acknowledge and agree to the matters stated herein.