



20060807000381310 1/3 \$17.00
Shelby Cnty Judge of Probate, AL
08/07/2006 02:45:13PM FILED/CERT

Prepared by and when recorded return to:

Maureen S. Malphus, VP
Wells Fargo Bank, N.A.
5938 Priestly Drive, Suite 200
Carlsbad, CA 92008
Attention: Loan Administration

Loan No.:	00-0903-001
Debtor:	FAROOQI PROPERTIES, LLC, FAROOQI ENTERPRISES, INC., and FAROOQI RESTAURANTS, INC.
Unit No.:	1378
Property:	Highway 31 South, Alabaster, Alabama 35007

FULL SATISFACTION OF RECORDED LIEN
(Unit 1378, Shelby County)

STATE OF ALABAMA §
 §
COUNTY OF SHELBY §

THIS FULL SATISFACTION OF RECORDED LIEN ("**Release**") is granted this 31st day of July, 2006, by **WELLS FARGO BANK, NATIONAL ASSOCIATION**, and its successors and assigns ("**Secured Party**"), having an address at 5938 Priestly Dr., Suite 200, Carlsbad, California 92008.

RECITALS:

WHEREAS, AMERICAN COMMERCIAL CAPITAL, LLC ("**Original Lender**") made a loan to Debtor in the initial principal amount of Nine Million and No/100 Dollars (\$9,000,000.00) (the "**Loan**"), which such Loan is evidenced by that certain Secured Promissory Note (the "**Note**") dated December 22, 2000, made by Debtor for the benefit of Original Lender;

WHEREAS, Secured Party is successor-in-interest to all of Original Lender's rights, title and interest in and to the Loan, including, without limitation, all of the Loan Documents (as defined below), pursuant to a purchase and sale by and between American Commercial Capital LLC, as Seller and Wells Fargo Bank, N.A., as Buyer; which acquisition was complete on or about May 1, 2001;

WHEREAS, the Note is secured by, among other things (i) that certain Mortgage, Security Agreement, Assignment of Leases and Rents, and Fixture Filing dated December 22, 2000, therewith given by Debtor for the benefit of Secured Party (the "**Mortgage**") recorded on, January 18, 2001, in the Official Records of the Records's Office of Shelby County, Alabama

(the "**Records**"), in Book 2001, Page 01911, (ii) that certain Assignment of Leases and Rents dated December 22, 2000, given by Debtor for the benefit of Secured Party (the "**Assignment of Leases**"), recorded on January 18, 2001, in the Records in Book 2001, Page 01912, encumbering, in part, Debtor's fee interest in that certain real property located at Highway 31 South, Alabaster, Alabama, Shelby County, Alabama, more particularly described in the Mortgage (the "**Property**"), and (iii) that certain Security Agreement dated December 22, 2000 (the "**Security Agreement**") encumbering, among other things, the Property. The security interests granted in certain of the foregoing documents are further evidenced by those certain UCC-1 financing statements (collectively, the "**UCC-1 Financing Statements**"). The Note, the Mortgage, the Assignment of Leases, the Security Agreement and the UCC-1 Financing Statements and all other documents executed in connection with or as security for the Loan, are hereinafter collectively referred to as the "**Loan Documents**;"

WHEREAS, the terms of the Mortgage provide that the Property partially secures the repayment and performance of the Loan and all duties and obligations of the Debtor pursuant to the terms of the Note and all of the Loan Documents; and

WHEREAS, Secured Party, has agreed, subject to the satisfaction of certain conditions precedent, to release and discharge the Property from continuing to secure the Loan.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the payment in full of all indebtedness secured by the aforesaid lien(s), the receipt and sufficiency of which is hereby acknowledged Secured Party as legal and equitable owner and holder of the Note has, and by these presents does hereby release and discharge the Property from any lien securing Debtor's obligations under the Loan Documents, it being intended by the Secured Party that the Mortgage, Assignment of Leases, Security Agreement and UCC-1 Financing Statements are hereby released and shall no longer secure the Loan or any of Debtor's obligations under the Loan Documents.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Secured Party has duly executed this Release as of the date first above written with the intent that this instrument be deemed an instrument under seal.

SECURED PARTY:

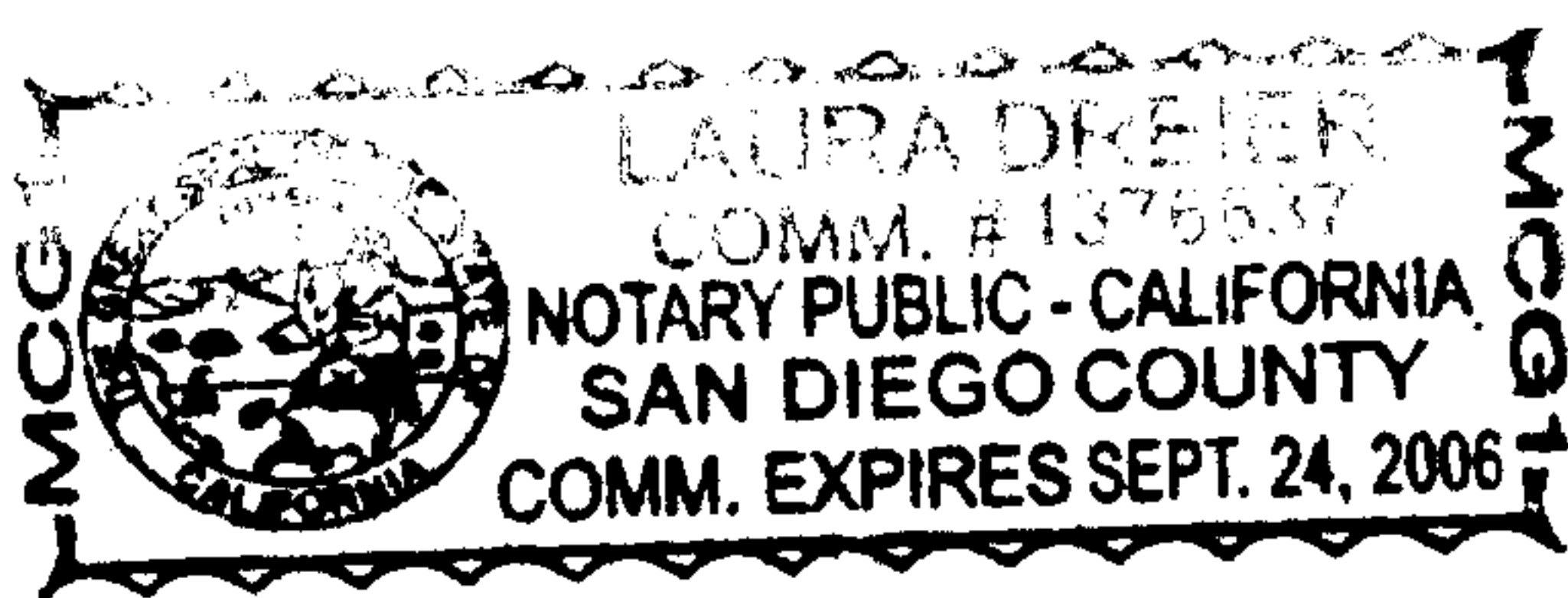
WELLS FARGO BANK, N.A.

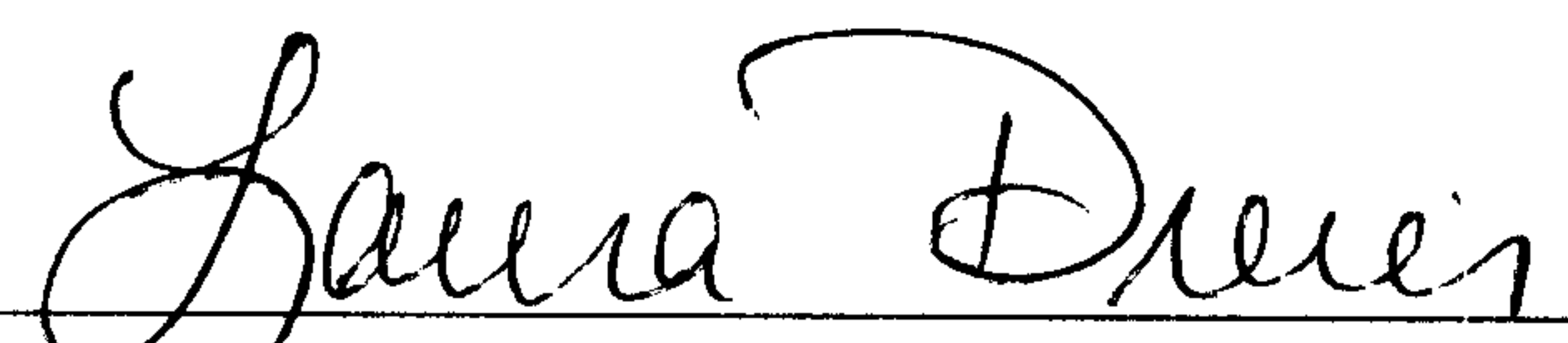
By: 
Stephen A. Leon, Managing Director

STATE OF CALIFORNIA §
COUNTY OF SAN DIEGO §

On August 1, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Stephen A. Leon, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument, the person, or the entity upon which the person acted, executed the instrument.

WITNESS my hand and official seal.




Notary Public

(SEAL)