


This instrument was prepared by:  
Wesley Ward  
Fifth Third Bank  
200 E Robinson Street, 8<sup>th</sup> Floor  
Orlando, FL 32801

  
20080425000170520 1/2 \$16.00  
Shelby Cnty Judge of Probate, AL  
04/25/2008 01:08:08PM FILED/CERT

## **PARTIAL RELEASE OF MORTGAGE AND COLLATERAL DOCUMENTS**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, **Adams Homes, L.L.C.**, whose address is 3000 Gulf Breeze Parkway, Gulf Breeze, FL 32563 (the "Mortgagor"), granted and conveyed unto **Fifth Third Bank, a Michigan banking corporation, successor to R-G Crown Bank, a Federal Savings Bank**, whose address 200 E. Robinson Street, Orlando, FL 32801 ("Mortgagee"), and its assigns, the premises therein particularly described; and

WHEREAS, the following documents are also secure the payment of the aforesaid sum and are collectively referred to herein, together with the above described Mortgage as "Mortgagee"; and that certain **Mortgage and Security Agreement** recorded in **Document #20060208000065090**, and **Collateral Assignment of Rents and Leases** recorded in **Document #20060208000065100**, and that **Mortgage Modification and Spreading Agreement** recorded in **Document #20070212000064670**, all recorded in the **Office of the Judge of Probate of Shelby County, Alabama**;

WHEREAS, the Mortgagor has requested the said Mortgagee to release the premises hereinafter described, being part of said mortgaged premises, from the lien and operation of the Mortgage:

NOW THEREFORE, KNOW YE, that the Mortgagee, in consideration of the premises and of the sum of Ten and no/100 Dollars (\$10.00), to it in hand paid by, or on behalf of, the Mortgagor at the time of the execution hereof, the receipt whereof is hereby acknowledged, does remise, release, quit-claim, exonerate, and discharge from the lien and operation of the Mortgage unto the Mortgagor, its heir and assigns, that certain portion of the premises conveyed by the Mortgage, more particularly described as follows:

**Lot 2067, according to the plat of Old Cahaba, Phase V, 5<sup>th</sup> Addition, as recorded in Map Book 37, Page 53, in the Office of the Judge of Probate of Shelby County, Alabama.**

TO HAVE AND TO HOLD the same, with the appurtenances, unto the Mortgagor, it's heirs and assigns forever, freed, exonerated and discharged of and from the line of the Mortgage, and every part thereof; provided always, nevertheless, that nothing herein contained shall in any wise impair, alter, or diminish the effect, lien, or encumbrance of the Mortgage on the remaining part of said mortgaged premises, not hereby released therefrom, or any of the rights and remedies of the holders thereof.

IN WITNESS WHEREOF, the said Mortgagee has caused these presents to be executed in its name by proper person thereunto duly authorized as of the date indicated below and to be fully effective upon recording hereof.

Signed, Sealed and delivered in our presence:

Name: Wesley Wood

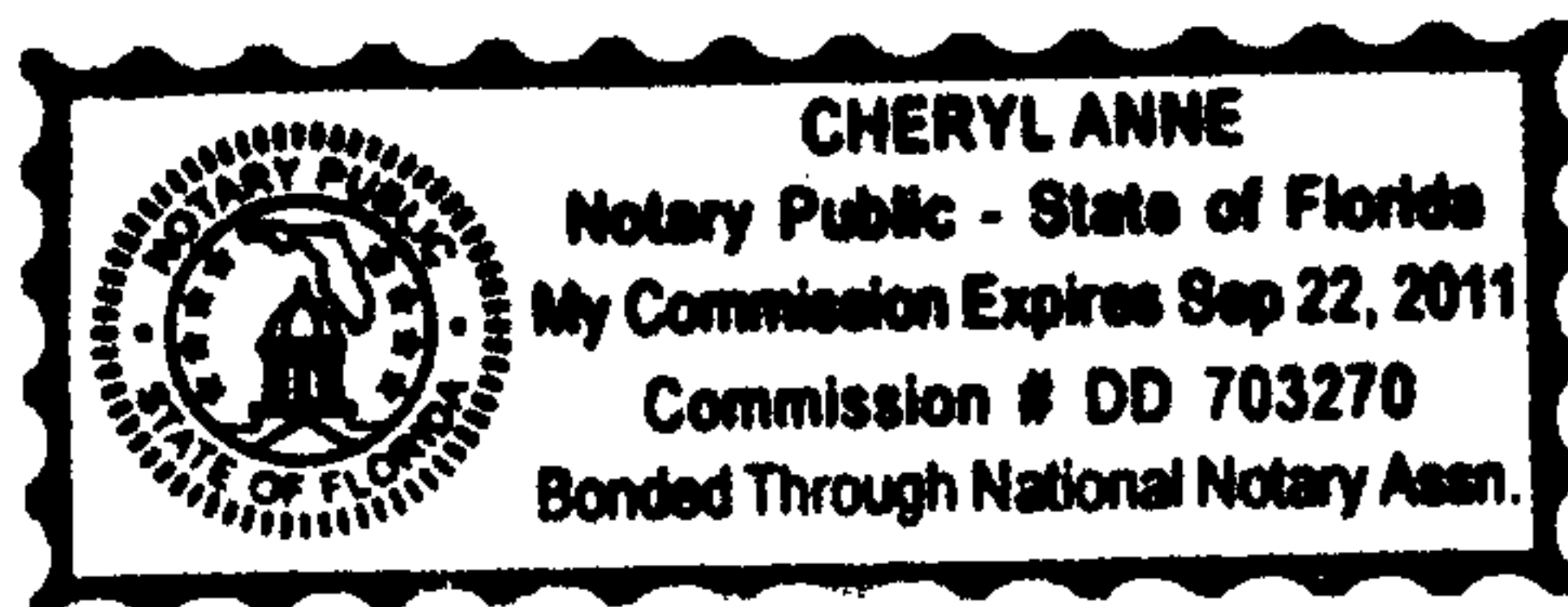
Name: Cheryl Anne

Fifth Third Bank, a Michigan banking corporation

Name: Gloria S Gladieux  
Title: Asst. Vice President

State of **FLORIDA**  
County of **ORANGE**

The foregoing instrument was acknowledged before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, this April 11, 2008 by Gloria Gladieux, of Fifth Third Bank, a Michigan banking corporation, who is personally known to me and who did take an oath.



[Signature]  
Notary Public