

STATE OF ALABAMA

File No. NTC0800300

COUNTY OF Shelby

20081107000433800 1/1 \$11.00
Shelby Cnty Judge of Probate, AL
11/07/2008 02:02:22PM FILED/CERT

PARTIAL RELEASE

WHEREAS, CADENCE BANK holds a lien on the herein described real property by virtue of that certain mortgage from Thornton New Home Sales, Inc. as survivor in its merger with Chelsea Park Homes, Inc. dated 1/18/07 and recorded in Instrument No.20070118000026970 of the records in the Office of the Judge of Probate Court of Shelby County, Alabama; and

WHEREAS, the said CADENCE BANK desire to release from the effects of said lien a portion of the property described in said mortgage.

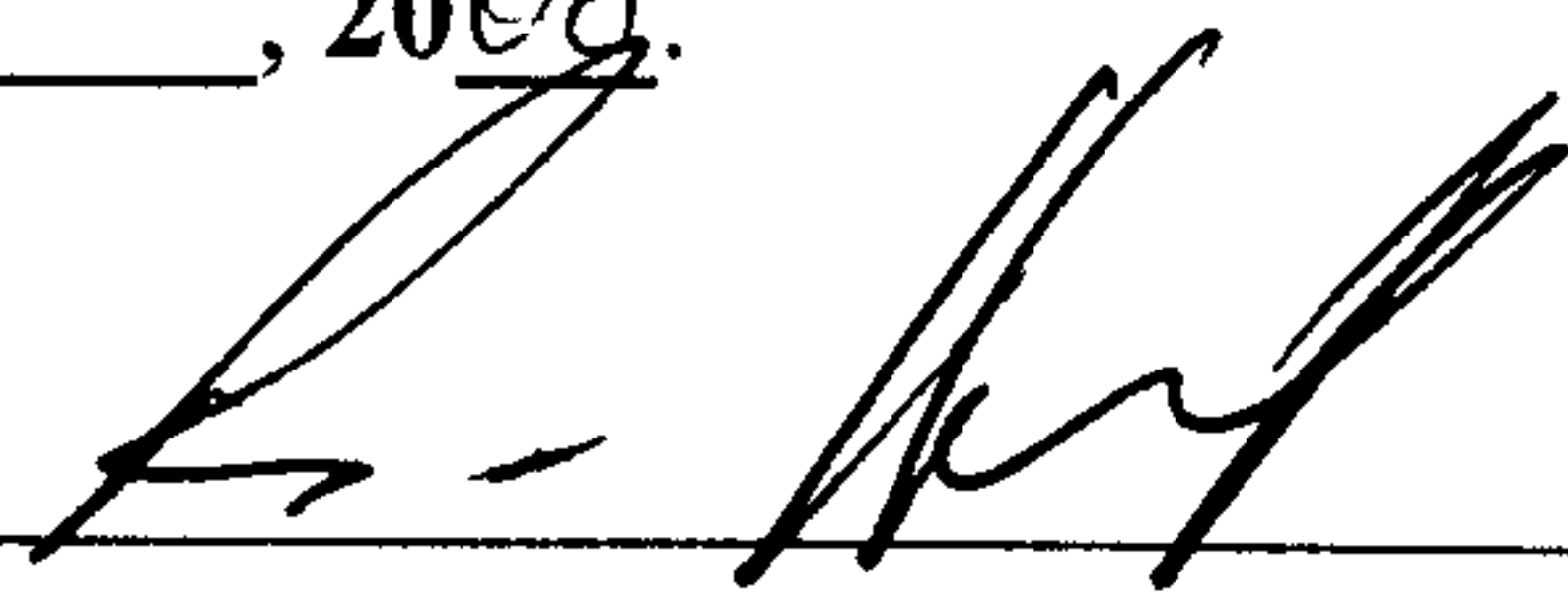
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said CADENCE BANK do hereby RELEASE and DISCHARGE from the operation, effects and provisions of the above described mortgage, the following described real property located in Shelby County, Alabama.

Lot 4-35, according to the Map and Survey of Chelsea Park, 4th Sector, as recorded in Map Book 34, Page 147 A & B, in the Office of the Judge of Probate of Shelby County, Alabama.

Together with the nonexclusive easement to use the Common Areas as more particularly described in Declaration of Easements and Master Protective Covenants of Chelsea Park, a Residential Subdivision, executed by the Grantor and filed for record as Instrument No. 20041014000566950 in the Probate Office of Shelby County, Alabama and Declaration of Covenants, Conditions, and Restrictions for Chelsea Park 4th Sector executed by Grantor and Chelsea Park Residential Association, Inc. and recorded as Instrument No. 20050425000195430 (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").

It is understood and agreed that the said CADENCE BANK hereby declare the above described mortgage to be DISCHARGED, RELEASED and SATISFIED with respect to the property described herein only; said mortgage shall in all other respects remain in full force and effect as a lien against all of the remaining property described therein.

IN WITNESS WHEREOF, the said CADENCE BANK have hereunto set their hands and seal on this the 31st day of October, 2008.



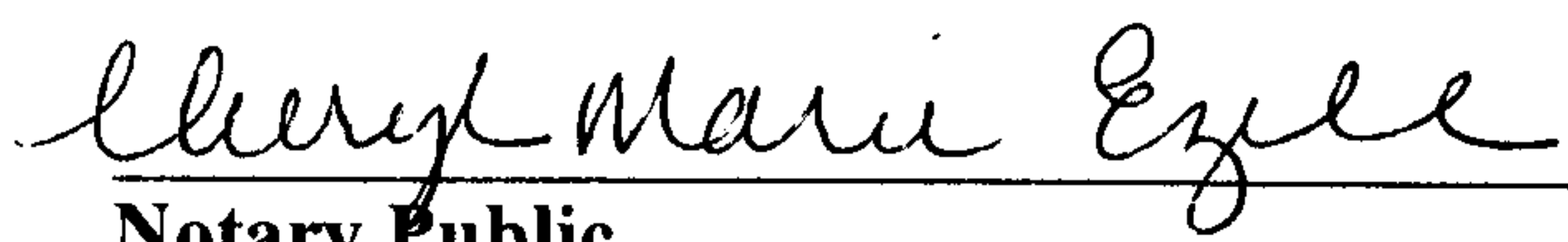
(SEAL)

STATE OF ALABAMA

COUNTY OF Je Herson

I, the undersigned notary public in and for said State and County, hereby certify that Ron Hendrix, whose name as SVP of CADENCE BANK is signed to the foregoing release and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he/she as such officer and with full authority executed the same voluntarily on the day the same bears date.

Given under by hand and seal on this 31st day of October, 2008.



Notary Public

This instrument prepared by: