

Prepared by and other recording return to:

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**PARTIAL RELEASE OF FUTURE ADVANCE MORTGAGE ASSIGNMENT OF RENTS  
AND SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND UCC  
FINANCING STATEMENT**

STATE OF ALABAMA )

COUNTY OF SHELBY )

**KNOW ALL MEN BY THESE PRESENTS,** That whereas the undersigned **SERVISFIRST BANK**, an Alabama banking corporation (the "Mortgagee"), is the owner and holder of record of (i) that certain Mortgage dated as of March 16, 2006, executed by **WESTOVER DEVELOPMENT, L.L.C.**, an Alabama limited liability company (the "Mortgagor") in favor of Mortgagee, and recorded as Instrument No. 20060329000146690 in the Office of the Judge of Probate of Shelby County, Alabama (as amended from time to time, the "Mortgage"); (ii) that certain Assignment of Rents and Leases dated as of March 16, 2006, executed by Mortgagor in favor of Mortgagee, and recorded as Instrument No. 20060329000146700 in the Office of the Judge of Probate of Shelby County, Alabama (as amended from time to time, the "Assignment of Rents"); and (iii) that certain UCC-1 financing statement listing Mortgagor as Debtor and Mortgagee as Secured Party, and recorded as Instrument No. 20060329000146710 in the Office of the Judge of Probate of Shelby County, Alabama (as amended from time to time, the "Financing Statement" and together with the Mortgage and the Assignment of Rents, the "Security Documents").

**WHEREAS**, for the consideration set forth below, Mortgagee has agreed to release from the lien of the Security Documents the real property more particularly described on Exhibit A attached hereto.

**NOW, THEREFORE**, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, Mortgagee does hereby release from the lien, operation and effect of the Security Documents the real property more particularly described on Exhibit A attached hereto.

This is a partial release only. As to all other land described and conveyed in the Security Documents, the lien thereof shall remain in full force and effect unaffected by this release. Nothing herein shall be deemed a payment in full of the debt secured by the Security Documents. This partial release shall be recorded with the Judge of Probate of Shelby County, Alabama.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, Mortgagee has executed this Partial Release on this the 19th day of November, 2008.

SERVISFIRST BANK


By: Stephen Davis  
Its: AVP

STATE OF ALABAMA )  
COUNTY OF Jefferson )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Stephen Davis, whose name as Asst. Vice President of ServisFirst 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Alabama banking corporation.


Given under my hand and official seal, this the 19th day of November, 2008.

Donna Mae Braxton [SEAL]  
Notary Public  
My Commission Expires: 6/20/09

  
20081204000457130 2/3 \$17.00  
Shelby Cnty Judge of Probate, AL  
12/04/2008 01:16:51PM FILED/CERT

**EXHIBIT A**

**Lot 101, of the Villages at Westover according to Map Book 39, Pages 9A & 9B, as recorded  
in the Probate Office of Shelby County, Alabama.**

  
20081204000457130 3/3 \$17.00  
Shelby Cnty Judge of Probate, AL  
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