

State of Alabama
Shelby County

PARTIAL RELEASE OF MORTGAGE

The undersigned, **IndyMac Bank, F.S.B.**, the Mortgagee named in that certain Mortgage executed by **Adams Homes, LLC**, an Alabama Limited Liability Company, recorded in Instrument Number 20060123000035250, along with Assignment of Rents, Leases, Contracts and Permits, recorded in Instrument Number 20060123000035250, and a Corrective First Mortgage and Security Agreement recorded in Instrument Number 20061004000491100, together with Modification and Spreader Agreement, recorded in Instrument Number 20070226000086420, in the Office of the Judge of Probate Shelby County, Alabama, for and in consideration of the sum of Ten Dollars (\$100) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, has and by these presents does hereby **RELEASE AND CANCEL** from the lien of the said mortgage, the following described real property situated in Shelby County, Alabama, to wit:

Lot 237, The Lakes at Hidden Forest Phase 2, according to the plat thereof, recorded in Map Book 37, Page 12 A & B, as recorded in the Office of the Judge of Probate of Shelby County, Alabama.

This partial release shall not otherwise affect the lien of the aforementioned mortgage.

IN WITNESS WHEREOF, IndyMac Bank, F.S.B., has caused its corporate seal to be hereto affixed and this instrument to be executed by its duly authorized officers with full authority so to do, on this 31 day of March, 2009.

IndyMac Bank, F.S.B.

By: *Alisa Ashikyan*
as its Vice President Alisa Ashikyan

STATE OF CALIFORNIA
COUNTY OF _____ SS.

see attached

ON _____, 2009, before me, _____, Notary Public, personally appeared _____, who 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 authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal

Notary Public
Printed Name:
My Commission Expires:
Serial Number

Prepared By:
John W. Monroe, Jr. of
Emmanuel, Sheppard & Condon
30 South Spring Street
Pensacola, Florida 32502
RFK



20090429000157590 2/2 \$16.00
Shelby Cnty Judge of Probate, AL
04/29/2009 12:58:10 PM FILED/CERT

Loan No. 52-7880002
Adams Homes, LLC
Partial Release Deed
Lot 237 Block/Unit
Subdivision The Lakes at Hidden Forest Phase 2
File No: _____

WHEREAS, INDYMAC BANK, F.S.B., Pasadena, California (the "Institution") was closed by the Office of Thrift Supervision on July 11, 2008 and the Federal Deposit Insurance Corporation ("FDIC") was appointed as receiver of the Institution ("Receiver"). On the same date, a new institution IndyMac Federal Bank, FSB was chartered and pursuant to a purchase and assumption agreement, substantially all of the assets were transferred to IndyMac Federal Bank, FSB. IndyMac Federal Bank, FSB was then placed into conservatorship, and the FDIC was appointed as the conservator ("Conservator").

INDYMAC FEDERAL BANK, FSB

By: *Alisa Ashikyan*
Alisa Ashikyan, Vice President

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES }SS.

On April 21, 2009 before me C. De La O, Notary Public personally appeared Alisa Ashikyan who 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *C. De La O*

