

20100406000103700 1/2 \$15.00
Shelby Cnty Judge of Probate, AL
04/06/2010 03:18:19 PM FILED/CERT

THIS INSTRUMENT PREPARED BY:
RBC BANK (USA)
11011 Richmond Avenue, Suite 850
Houston, Texas 77042

RETURN TO:
Reli, Inc.
3595 Grandview Parkway, Ste. 600
Birmingham, AL 35243
Attention: Pamela Short

Loan No. 7225-6587331007-001

PARTIAL RELEASE OF MORTGAGE

THE STATE OF ALABAMA §
 §
COUNTY OF SHELBY §

The undersigned, **RBC BANK (USA)**, a North Carolina banking corporation (formerly known as RBC CENTURA BANK), successor by merger to FIRST AMERICAN BANK having its principal place of business at 11011 Richmond Avenue, Suite 850, Houston, Texas 77042, the Mortgagee named in that certain Mortgage executed by **THORNTON NEW HOME SALES, INC.** and recorded in Real Property Instrument No. 20080718000290870 of the Probate Records of Shelby County, Alabama (and said Mortgage and Security Agreement having been duly transferred and assigned to **RBC BANK (USA)**, a North Carolina banking corporation (formerly known as RBC CENTURA BANK), successor by merger to FIRST AMERICAN BANK, for and in consideration of the sum of Ten Dollars (\$10.00) 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 87, according to the Map and Survey of Dunnivant Square, as recorded in Map Book 39, Page 119 A, B, & C, in the Office of the Judge of Probate of Shelby County, Alabama.

The indebtedness secured by the property described herein is bi-furcated into two parts, the amount being received in consideration for this Partial Release (the "Consideration Amount") and any other amount which may be due to the Lender (the "Abeyance Amount"). The Partial Release of the property described herein is based, in part, on the agreement by the Lender to (i) accept as consideration for such release the Consideration Amount, which may be less than the amount advanced by Lender upon said property and/or (ii) collect the Abeyance Amount at a later date or to secure the Abeyance Amount by other property. This agreement is a PARTIAL RELEASE only and it is agreed that the same shall in no manner (i) release, affect or impair said lien or liens against any other property in said instrument mentioned or (ii) release, affect or impair the right of Lender to collect the Abeyance Amount as it may have been or hereafter become due.

IN WITNESS WHEREOF, RBC BANK (USA), a North Carolina banking corporation (formerly known as RBC CENTURA BANK), successor by merger to FIRST AMERICAN BANK, 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.

Dated January 14, 2010.

RBC BANK (USA), a North Carolina banking corporation
(formerly known as RBC CENTURA BANK), successor by
merger to FIRST AMERICAN BANK

Jacklynn Caskey
Vice President

Attest:

As its: _____



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THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 5 day of February, 2010, by Jacklynn Caskey, Vice President, RBC BANK (USA), a North Carolina banking corporation (formerly known as RBC CENTURA BANK), successor by merger to FIRST AMERICAN BANK, an officer of said entity, is personally known to me or has produced _____ as identification.



Stacey Guynes
Notary Public in and for
The State of T E X A S

My Commission Expires:
7-5-13