

**THIS INSTRUMENT PREPARED BY:**  
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**1901 Sixth Avenue North, Suite 1500**  
**Birmingham AL 35203**  
**205-251-8100**

**STATE OF ALABAMA        )**  
**)**  
**SHELBY COUNTY            )**

**PARTIAL RELEASE OF MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS that **SUPERIOR BANK**, a federal savings Bank ("Superior"), Mortgagee, under that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement (Alabama) executed on or about December 17, 2009 by Street Residential Construction, L.L.C., an Alabama limited liability company, recorded in the Office of the Judge of Probate of Shelby County, Alabama at Instrument No. 20091230000476960 (the "Mortgage"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby release from the lien of the Mortgage the following described real estate (the "Released Lots"), situated and lying in Shelby County, Alabama, to wit:

**Lots 34, 35, 36 and 49, according to the Survey of Ridgecrest Subdivision, Phase One, Sector Two, as recorded in Map Book 37, Page 43, in the Probate Office of Shelby County, Alabama.**

**AND**

**Lot 33, according to the Survey of Ridgecrest Subdivision, Phase One, Sector Two, as recorded in Map Book 37, Page 43, in the Probate Office of Shelby County, Alabama.**

This Partial Release shall in no way and to no extent whatsoever release, impair or otherwise affect the lien created by the Mortgage with respect to any property other than the Released Lots, and the lien imposed by the Mortgage on such other property shall remain in full force and effect. By making this Partial Release, Superior makes no waiver of any remaining claim for payment of the indebtedness secured by the Mortgage and makes no statement or implication to the effect that all or any portion of the indebtedness secured by the Mortgage has been satisfied or paid.

**IN WITNESS WHEREOF**, the undersigned has executed this Partial Release of Mortgage, this 3<sup>rd</sup> day of February, 2010.

**SUPERIOR BANK**

By: *[Signature]*  
Its: *Vice President*



20100421000121170 2/2 \$14.00  
Shelby Cnty Judge of Probate, AL  
04/21/2010 10:37:45 AM FILED/CERT

STATE OF ALABAMA

COUNTY OF Shelby

I, Bridget Payne, a notary public in and for said county in said state, hereby certify that Travis McKay, whose name as Vice President of **SUPERIOR BANK**, a federal savings Bank, 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 such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said federal savings Bank.

Given under my hand and official seal this 3rd day of February, 2010.

Bridget Payne  
Notary Public

[ Notarial Seal ]

My Commission Expires: 4.18.12