

PARTIAL RELEASE OF LIEN

WHEREAS, OFFICE PARK PARTNERS, LLC, an Alabama limited liability company ("Borrower"), is indebted to the undersigned, **BANCORPSOUTH BANK** ("Lender"), by an indebtedness (the "Indebtedness") in the original principal amount of \$2,250,000, secured by (i) that certain Mortgage and Security Agreement (the "Mortgage") dated April 30, 2002, made and executed by Borrower to Lender as filed for record in the office of the Judge of Probate of Shelby County, Alabama (the "Office"), on May 1, 2002, and there recorded as Instrument Number 20020501000204270, (ii) that certain Assignment of Rents & Leases (the "Assignment") dated April 30, 2002, made and executed by Borrower to Lender as filed for record in the Office on May 1, 2002, and there recorded as Instrument Number 20020501000204280, and (iii) that certain UCC Financing Statement (the "Financing Statement", and together with the Mortgage and Assignment, the "Security Instruments") made and executed by Borrower to Lender as filed for record in the Office on May 1, 2002, and there recorded as Instrument Number 20020501000204290;

WHEREAS, Borrower desires to sell certain real property more specifically described below (the "Sale Property") which constitutes part of the real property and other collateral encumbered by, and subject to, the Security Instruments.

WHEREAS, Lender has agreed to release the Sale Property from all liens existing under the Security Instruments, but such release shall in no way (i) alter, impair or otherwise affect the lien of Lender arising under the Security Instruments against the remaining collateral or (ii) release Borrower from any obligation owing to Lender under the Security Instruments or the Indebtedness owing by Borrower to Lender;

NOW, THEREFORE, in consideration of the premises and the sum of Four Hundred Thousand and No/100-Dollars (\$400,000.00) paid to Lender, the receipt of which is hereby acknowledged, Lender does hereby release, remise, convey and quit claim to Borrower, and its successors and assigns, from the lien, operation and effect of the Security Instruments as to the Sale Property which is described as follows, *to wit*:

That certain real estate situated in Shelby County, Alabama,
to-wit:

Lot 3, according to the Survey of Office Park Partners Survey of Business Circle, as recorded in Map Book 36, Page 68, in the Probate Office of Shelby County, Alabama.

Together with rights obtained that constitute an interest in real estate under that certain Declaration and Grant of Rights, Covenants and Easements by Business Circle Owners' Association dated March 1, 2006, recorded in Instrument Number 20060511000224230.



Shelby Cnty Judge of Probate, AL
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together with all and singular the improvements thereon, and the appurtenances and rights thereunto belonging or in any way appertaining thereto including, but not limited to, all rights of drainage from such property, and all easements, licenses, benefits and rights-of-way appurtenant to such property.

As to all other real property and other collateral described and conveyed by the Security Instruments, the lien thereof shall remain in full force and effect and unaffected by this Partial Release. Nothing contained in this Partial Release shall in any way discharge or relieve Borrower from any obligation, covenant, or condition under the Security Instruments or the Indebtedness secured thereby.

This Partial Release is given for the sole purpose of allowing Borrower to make a conveyance of the Sale Property free and clear of the lien of the Security Instruments.

IN WITNESS WHEREOF, Lender has caused this instrument to be executed on this, the 6 day of August, 2010.

BANCORPSOUTH BANK

By:

Name:

Its:

STATE OF ALABAMA)
:
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Janet Brock, whose name as Senior Vice President of **BANCORPSOUTH 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 said instrument, he or she, as applicable, as such officer and with full authority, executed the same voluntarily for and as the act of said national banking association on the day the same bears date.

GIVEN under my hand and official seal this the 6 day of August, 2010.

[SEAL]

Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 28, 2012

My Commission Expires: