

This Instrument was prepared by:  
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Birmingham, AL 35223

STATE OF ALABAMA        )  
                                  :  
COUNTY OF SHELBY        )

PARTIAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, That for value received, the undersigned, **COMPASS BANK**, does hereby release the hereinafter particularly described property from the lien of that certain mortgage executed by Eddleman Homes, LLC, Courtside Development, Inc., Dunnivant Place, LLC, Highland Lakes Homes, LLC, Park Homes, LLC and Regent Park Homes, LLC, dated February 12, 2007 and recorded in Instrument No. 20070223000084980 along with UCC recorded in Instrument No. 20070223000084990 and Instrument No. 20070509000218090. First Amendment to Mortgage recorded in Instrument No. 20070604000258050 along with UCC recorded in Instrument No. 20070604000258060 and Instrument No. 20070604000258070. Second Amendment to Mortgage recorded in Instrument No. 200731000354690 along with UCC Amendment recorded in Instrument No. 200731000354700. Third Amendment to Mortgage recorded in Instrument No. 20070927000453900 along with UCC Amendment recorded in Instrument No. 20071025000494080. Fourth Amendment to Mortgage recorded in Instrument No. 20071114000521480 along with UCC Amendment recorded in Instrument No. 20071114000521490. Fifth Amendment to Mortgage recorded in Instrument No. 20080111000015980 along with UCC Amendment recorded in Instrument No. 20080111000015990. Sixth Amendment to Mortgage recorded in Instrument No. 20080207000052460 along with UCC Amendment recorded in Instrument No. 20080207000052470. Eighth Amendment to Mortgage recorded in Instrument No. 20080321000116100 along with UCC Amendment recorded in Instrument No. 20080321000116110. Ninth Amendment to Mortgage recorded in Instrument No. 20080521000207520 and re-recorded in Instrument No. 2008070200026970 along with UCC Amendment recorded in Instrument No. 20080521000207530. Tenth Amendment to Mortgage recorded in Instrument No. 20080702000269750 along with UCC recorded in Instrument No. 20080702000269760. Eleventh Amendment to Mortgage recorded in Instrument No. 20081015000406560. Twelfth Amendment to Mortgage recorded in Instrument No. 20090209000043910. Amended and Restate Future Advance Accommodation Mortgage, Assignment of Rents and Leases and Security Agreement as recorded in Instrument No. 20090818000318620. Amendment to Amended and Restated Future Advance Accommodation Mortgage, Assignment of Rents and Leases and Security Agreement as recorded in Instrument No. 20100128000028250. Amendment to Amended and Restated Future Advance Accommodation Mortgage, Assignment of Rents and Leases and Security Agreement as recorded in Instrument No. 20100226000058470, and for said consideration, the receipt of which is hereby acknowledged, the undersigned does hereby remise, release, all of its right, title and interest of the undersigned in and to the following described property located in SHELBY COUNTY, STATE OF ALABAMA, to wit:

Lot 2951, according to the Survey of Highland Lakes, 29th Sector, an Eddleman Community, as recorded in Map Book 36, Page 33 A, B, C and D, in the Probate Office of Shelby County, Alabama.



20100827000276610 2/2 \$50.00  
 Shelby Cnty Judge of Probate, AL  
 08/27/2010 12:46:07 PM FILED/CERT

Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 and amended in Instrument #1996-17543 and further amended in Instrument # 1999-31095 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 29th Sector, recorded as Instrument No. 20051229000667930 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

But it is expressly understood and agreed that this release shall in no wise, and to no extent whatever, affect the lien of said mortgage as to the remainder of the property described in and secured by said mortgage. The undersigned is now the owner of said mortgage and all of the unpaid notes secured thereby.

IN WITNESS WHEREOF, Ben C Hendrix whose name as SR. Vice President of COMPASS BANK has caused this instrument to be executed on this 19th day of August, 2010.

COMPASS BANK

[Signature]  
 By: BEN C. HENDRIX  
 Its: SR VICE PRESIDENT

STATE OF ALABAMA )  
 COUNTY OF Jefferson

I, the undersigned authority, in and for said County in said State, hereby certify that Ben C. Hendrix, whose name as SR. Vice President of COMPASS BANK, an Alabama state 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 the instrument, he, as such officer and with full authority, executed the same voluntarily, for and as the act of said corporation.

Given under my hand and official seal of office this 19th day of August, 2010.

B. Ann Moore  
 NOTARY PUBLIC  
 My Commission expires: 11-6-10

