

STATE OF ALABAMA
SHELBY COUNTY

## PARTIAL RELEASE OF RECORDED LIENS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, CITIZENS TRUST BANK, acknowledges sufficient payment of the indebtedness in the original principal amount of \$1,212,750.00 secured by that certain Real Property Mortgage executed by BEAUMONT VILLAGE, LLC, filed for record June 29, 2007 in the Office of the Judge of Probate of SHELBY County, Alabama in Instrument No. 20070629000308210, and amended by Instrument No. 20071102000507150, to release therefrom the following described property, and the undersigned does further hereby release and satisfy said Mortgage as to the following described property, to wit:

Unit E, in Beaumont Village Land Condominium, a Condominium, as established by that certain Declaration of Condominium, which is recorded in Instrument 20071126000537510, First Amendment to the Declaration of Condominium as recorded in Instrument 20080328000126140, and Second Amendment to Declaration of Condominium as recorded in Instrument 20090612000225330, in the Probate Office of Shelby County, Alabama, and any amendments thereto, to which Declaration of Condominium a plan is attached as Exhibit "C" thereto, and as recorded in The Condominium Plat of Beaumont Village Land Condominium, in Map Book 39, page 65, and in the First Amended Condominium Plat of Beaumont Village Land Condominium as recorded in Map Book 39, Page 128, Second Amended Condominium Plat of Beaumont Village Land Condominium as recorded in Map Book 41, Page 32, and any future amendments thereto, and to which said Declaration of Condominium the By-Laws of Beaumont Village Land Lofts Association, Inc., are attached as Exhibit "B" thereto, and the Articles of Incorporation of Beaumont Village Land Lofts Association Inc. as recorded in Instrument 20071126000537520, together with an undivided interest in the Common Elements assigned to said Unit, by said Second Amendment to Declaration of Condominium set out in Exhibit "B".

Nothing contained in this release should be construed to release from the above described mortgage any property that is not specifically described above, and such mortgage shall remain in full force and effect as to all property described therein, less that specific piece of property described above and released hereby.

IN WITNESS WHEREOF, the undersigned, has caused these presents to be executed this  $2^{N}$  day of September, 2010.

STATE OF Georgia

STATE OF Georgia

COUNTY

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Robert L. Abern

makes acknowledged before me on this day that, being informed of the contents of said Agreement, he/she as such officer, and with full authority, executed the same voluntarily, as an act of said corporation.

Given under my hand and official seal, this the 2nd day of September, 2010.

This Instrument Present Presen

This Instrument Prepared By:
William C. Brown
ENGEL HAIRSTON & JOHANSON, P.C.
P.O. Box 11405,
Birmingham, Alabama, 35202