

STATE OF ALABAMA

SHELBY COUNTY

PARTIAL RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned Wells Fargo Bank, N.A. (as successor to Wachovia Bank and SouthTrust Bank) (hereinafter "Wells Fargo"), is the owner and holder of record of that certain Mortgage described as follows (hereinafter, the "Mortgage"):

the Mortgage and Security Agreement dated October 14, 2004, from Chelsea Park Homes, Inc., an Alabama corporation, to SouthTrust Bank, in the original principal amount of \$10,000,000.00, filed for record November 1, 2004, recorded as Shelby County Instrument 200411 01000 600080, as amended, including, but not limited to, by that certain Modification of Mortgage dated June 29, 2006, by Chelsea Park Homes, Inc., an Alabama corporation, and delivered to Wachovia Bank, filed for record July 20, 2006, recorded as Shelby County Instrument 200607 20000 351180;

WHEREAS, for the consideration herein set out, Wells Fargo has agreed to release from the lien of the Mortgage the hereinafter described land.


NOW, THEREFORE, in consideration of the premises and other valuable consideration paid to Wells Fargo, the receipt of which is hereby acknowledged and applied against the Mortgage, Wells Fargo does hereby release, remise, convey and quitclaim unto Thornton New Home Sales, Inc. and its transferees, successors and assigns, from the lien, operation and effect of said Mortgage and any and all other mortgages, assignments, security agreements, UCC filings and the like in favor of Wells Fargo, that part of the land described in the Mortgage which is described as follows (hereinafter the "Land"):

Lots 8, 9, 14, 15, 16, 109, 112, 119, 120, 121, and 122, according to the map and survey of Chelsea Park 6th Sector, as recorded in Map Book 37, Page 13 in the Office of the Judge of Probate of Shelby County.

As to all other land described and conveyed in the Mortgage, the lien thereof shall remain in full force and effect, unaffected by this Release.

TO HAVE AND TO HOLD the Land unto the said Thornton New Home Sales, Inc. and its transferees, successors and assigns forever.

This Release is given for the purpose of enabling Thornton New Home Sales, Inc. to make a valid conveyance of the Land free and clear of lien of the Mortgage and any other security interest of Wells Fargo in the Land.


20111012000303650 1/2 \$15.00
Shelby Cnty Judge of Probate, AL
10/12/2011 02:26:09 PM FILED/CERT

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15th day of Sept, 2011.

WELLS FARGO BANK, N.A.

By:

Name:

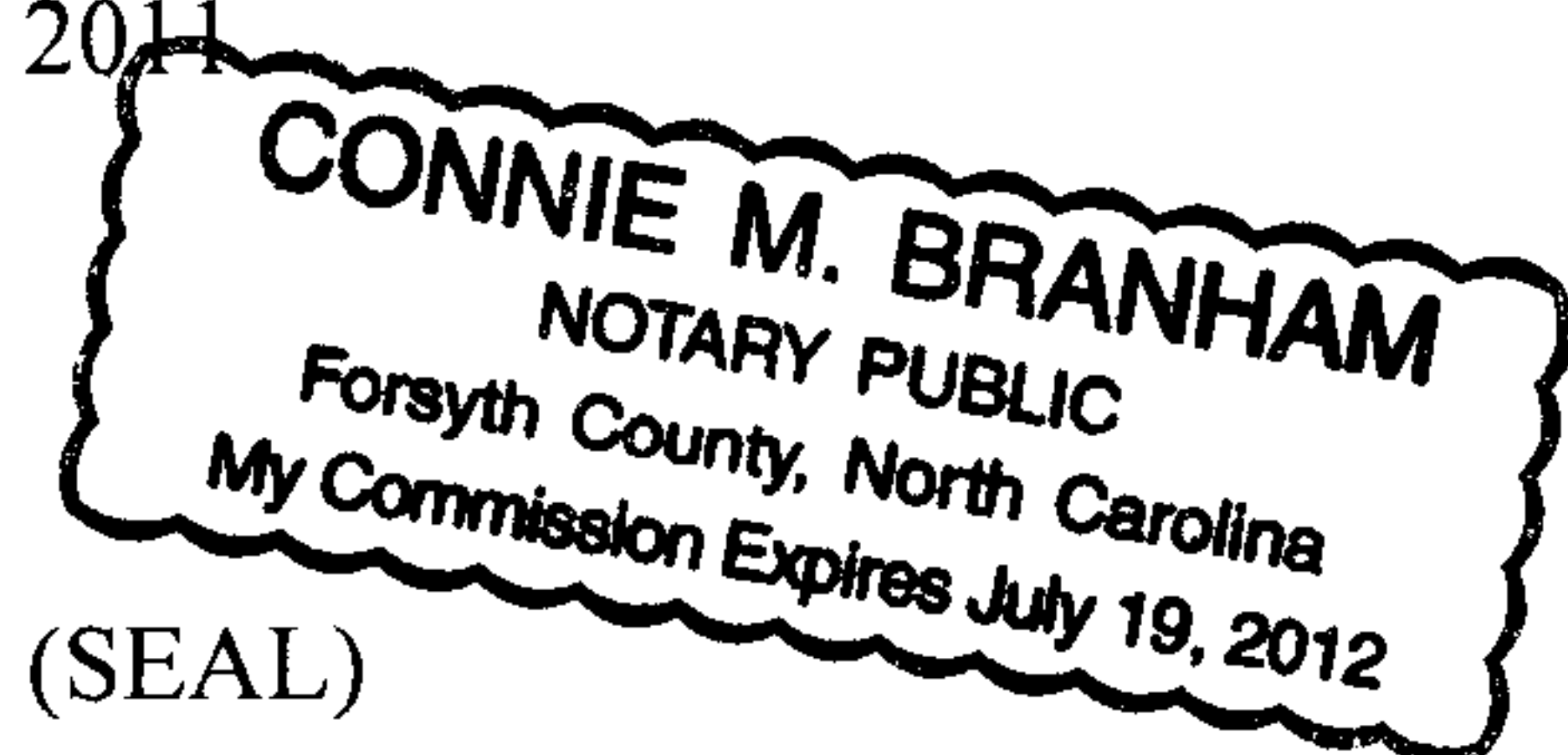
Its:

Thomas C. Boylan
VP

STATE OF NORTH CAROLINA
COUNTY OF Forsyth

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that THOMAS C. BOYLAN, whose name as VICE PRESIDENT of Wells Fargo Bank, N.A., is signed to the foregoing Release, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Release he/she, with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the 15th day of SEPT., 2011.



Connie M. Branham
Notary Public
My Commission Expires: 07/19/2012

This instrument prepared by and upon recording return to:

Matthew I. Goforth, Esq.
Gordon, Dana, Knight & Gilmore, L.L.C.
600 University Park Place, Suite 100
Birmingham, Alabama 35209

W 816354

