

THIS INSTRUMENT PREPARED BY:
Katie Booth
BALCH & BINGHAM LLP
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 **COMPASS BANK**, an Alabama banking corporation ("Bank"), Mortgagee, under that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement dated as of February 8, 2011, executed by **NSH CORP.**, an Alabama corporation ("Mortgagor") in favor of Bank, recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument Number 20110302000070460, which was subsequently erroneously released pursuant to that certain Full Satisfaction of Recorded Lien dated as of August 18, 2011 and recorded in the Office of the Judge of Probate of Shelby County, Alabama at Instrument Number 20110825000250810, which was subsequently reaffirmed and amended pursuant to that certain Mortgage Amendment, Acknowledgement and Reaffirmation and Partial Release Agreement date as of January 12, 2012 and recorded in the Office of the Judge of Probate of Shelby County, Alabama at Instrument Number 20120126000030300 (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 Land"), situated and lying in Shelby County, Alabama, to wit:

Lots 2, 4, 5, 6, 10, 13, 14, 15 & 23 according to the Final Plat of the Residential Subdivision Southpointe Ridge, as recorded in Map Book 39, page 7, 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 Land, and the lien imposed by the Mortgage on such other property shall remain in full force and effect. By making this Partial Release, Bank 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.

[Signature on the following page]


20120210000051330 1/2 \$15.00
Shelby Cnty Judge of Probate, AL
02/10/2012 02:55:22 PM FILED/CERT

IN WITNESS WHEREOF, the undersigned has executed this Partial Release of Mortgage, this 6th day of February, 2012.

COMPASS BANK

By: [Signature]
Its: SR Vice President

STATE OF ALABAMA

COUNTY OF Jefferson


I, Donna W. Atchison, a notary public in and for said county in said state, hereby certify that Ben Hendrix, whose name as SR Vice President of **COMPASS BANK**, an Alabama 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 such 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 this 6th day of February, 2012.

Donna W. Atchison
Notary Public

[Notarial Seal]

My Commission Expires: 12-29-2014


20120210000051330 2/2 \$15.00
Shelby Cnty Judge of Probate, AL
02/10/2012 02:55:22 PM FILED/CERT