

Return To:  
Compass Bank  
P. O. Box 10687  
Birmingham, Alabama 35202

Prepared by:  
Polonsky & Beitel, LLP  
8000 Robert F. McDermott Freeway  
San Antonio, TX 78230

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### PARTIAL RELEASE

The undersigned, a bank organized under the laws of the State of Alabama, is the legal and equitable owner and holder of that one certain Promissory Note dated October 8, 2010, in the original principal amount of ONE HUNDRED AND SIXTY TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$162,500.00) executed by STEPHEN JAY ELLIS ("Ellis") AND BRITTANIA MARIE VALONE ("Valone") (Ellis and Valone are collectively, "Borrowers") in favor of Compass Bank, a bank organized under the laws of the State of Alabama (the "Bank"), which Promissory Note is secured by that certain Mortgage of even date therewith also executed by Borrowers in favor of the Bank and recorded as File Number 20101019000348900 in the Real Property Records of Shelby County, Alabama (the "Mortgage"), and which encumbers the property (the "Property") more fully described as:

LOT 96, ACCORDING TO THE FINAL PLAT, NOTTINGHAM PHASE I, AS RECORDED IN MAP BOOK 28, PAGE 127, IN THE OFFICE OF THE PROBATE JUDGE OF SHELBY COUNTY, ALABAMA

Under a Final Judgment of Divorce entered on or about November 21, 2011 in Civil Action No. DR-2011-900443 (HLC) pending in the Eighteenth Judicial Circuit Court in Shelby County, Alabama, the Property was awarded to Valone and Valone was directed to take action to remove Ellis from liability for the indebtedness secured by the Property.

As hereinafter set forth, the Bank has agreed to release Ellis from the obligations under the Promissory Note, as well as any other document evidencing, governing or securing the Promissory Note, including without limitation the Mortgage (collectively, the "Loan Documents") provided (i) Ellis executes a release in favor of Bank as set forth herein and (ii) Valone explicitly agrees that the Loan Documents shall remain in full force and effect with respect to Valone, notwithstanding the release by the Bank of the Released Parties.

For and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration paid to the undersigned, the receipt of which is hereby acknowledged, the undersigned has RELEASED and DISCHARGED and by these presents hereby RELEASES and

DISCHARGES STEPHEN JAY ELLIS from any and all obligations to Bank under the Loan Documents and it is expressly agreed and understood that this is a Partial Release applicable only to STEPHEN JAY ELLIS. BRITTANIA MARIE VALONE explicitly agrees that nothing in this release shall release, affect or impair any Indebtedness of BRITTANIA MARIE VALONE to the Bank under the Note, the Mortgage, or any of the other Loan Documents, which obligations shall remain in full force and effect with respect to BRITTANIA MARIE VALONE.

In consideration of Bank's consent to the partial release of ELLIS with respect to the Loan Documents as herein provided, hereby releases, STEPHEN JAY ELLIS relinquishes and forever discharges Bank, as well as its predecessors, successors, assigns, agents, officers, directors, employees and representatives of and from any and all claims, demands, actions and causes of action of any and every kind or character, whether known or unknown, present or future, which ELLIS may have against Bank, and its predecessors, successors, assigns, agents, officers, directors, employees and representatives, arising out of or with respect to any and all transactions relating to the Promissory Note, the Mortgage, or any of the other Loan Documents, occurring prior to the date hereof.

In additional consideration of Bank's consent to the partial release of the Released Parties with respect to the Loan Documents as herein provided, BRITTANIA MARIE VALONE hereby releases, relinquishes and forever discharges Bank, as well as its predecessors, successors, assigns, agents, officers, directors, employees and representatives of and from any and all claims, demands, actions and causes of action of any and every kind or character, whether known or unknown, present or future, which BRITTANIA MARIE VALONE may have against Bank, and its predecessors, successors, assigns, agents, officers, directors, employees and representatives, arising out of or with respect to any and all transactions relating to the Promissory Note, the Mortgage, or any of the other Loan Documents, occurring prior to the date hereof.

EXECUTED this the 30<sup>th</sup> day of March, 2012.

COMPASS BANK

By: Deborah G. Taylor  
\_\_\_\_\_  
Its: Vice President  
\_\_\_\_\_

Acknowledged and Agreed effective as  
of the date executed by Compass Bank:

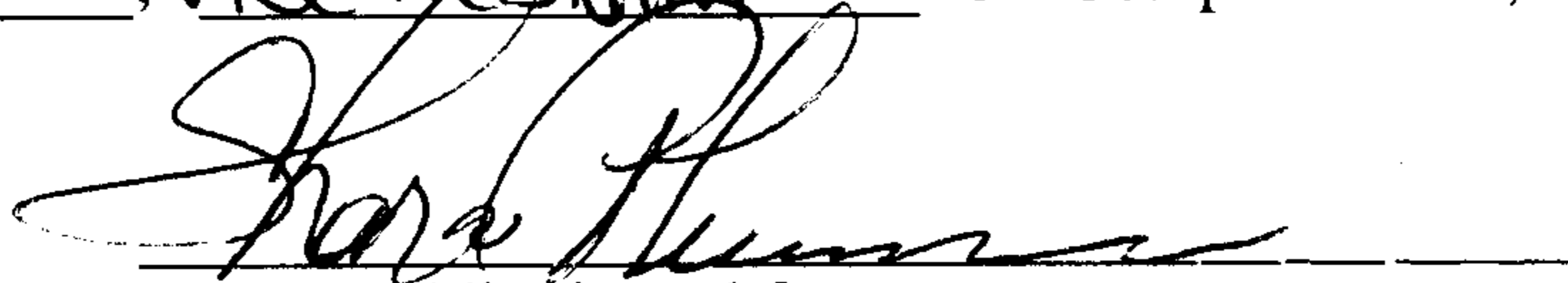
Stephen Jay Ellis  
STEPHEN JAY ELLIS  
Brittania Marie Valone  
BRITTANIA MARIE VALONE

20120409000120090 2/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
04/09/2012 08:20:35 AM FILED/CERT


THE STATE OF ALABAMA

COUNTY OF Jefferson

This instrument was acknowledged before me on this the 30<sup>th</sup> day of March, 2012,  
by Deborah Taylor, Vice President of Compass Bank, on  
behalf of said Bank.

  
Notary Public, in and for  
The State of Alabama

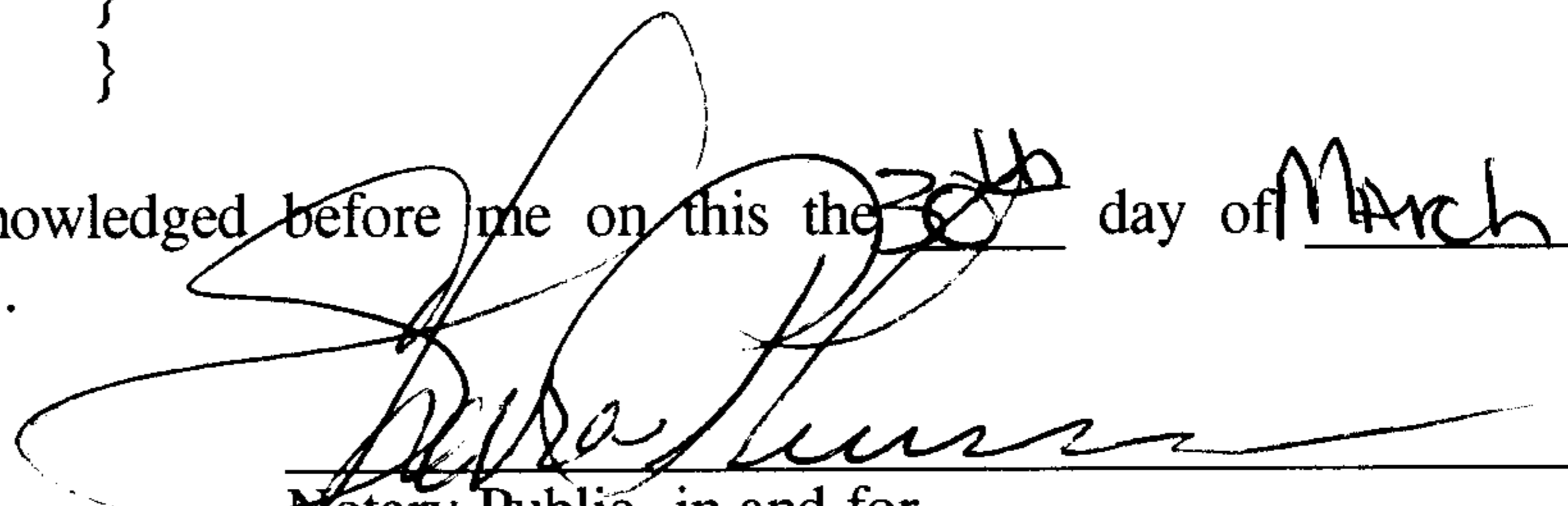
Notary Stamp - Name of Notary and Date  
Commission Expires **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**  
**MY COMMISSION EXPIRES: Dec 24, 2012**  
**BONDED THRU NOTARY PUBLIC UNDERWRITERS**

  
20120409000120090 3/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
04/09/2012 08:20:35 AM FILED/CERT

THE STATE OF ALABAMA

COUNTY OF SHELBY

This instrument was acknowledged before me on this the 30<sup>th</sup> day of March,  
S2012, by STEPHEN JAY ELLIS.

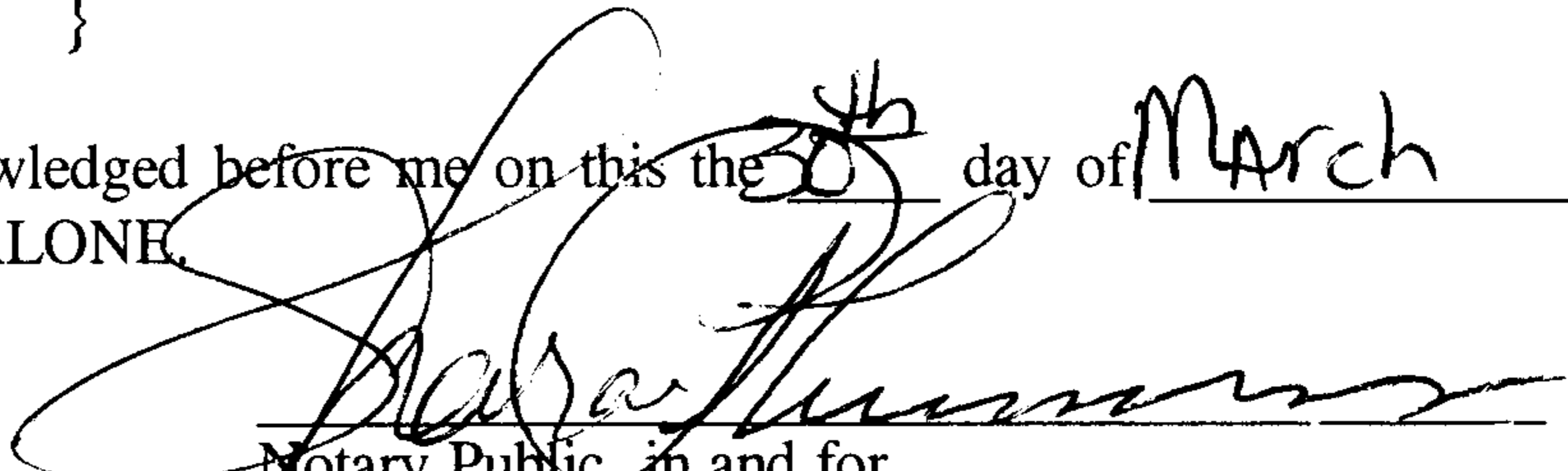
  
Notary Public, in and for  
The State of Alabama


Notary Stamp - Name of Notary and Date  
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**MY COMMISSION EXPIRES: Dec 24, 2012**  
**BONDED THRU NOTARY PUBLIC UNDERWRITERS**

THE STATE OF ALABAMA

COUNTY OF SHELBY

This instrument was acknowledged before me on this the 30<sup>th</sup> day of March, 2012, by BRITTANIA MARIE VALONE.

  
Notary Public, in and for  
The State of Alabama

  
20120409000120090 4/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
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