

When Recorded Return to:

Jennifer A. Bojorquez, Esquire
Troutman Sanders LLP
P.O. Box 1122
Richmond, VA 23218



20130819000336610 1/5 \$27.00
Shelby Cnty Judge of Probate, AL
08/19/2013 09:12:25 AM FILED/CERT

(Reserved for Clerk)

Freddie Mac Loan Number: 504137611
Property Name: Madison at Shoal Run Apartments

PARTIAL RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, FEDERAL HOME LOAN MORTGAGE CORPORATION ("**Lender**"), whose address is 8200 Jones Branch Drive, McLean, Virginia 22102, is the owner and the holder of the following instruments, which are recorded in the public records of Shelby County, Alabama:


1. Multifamily Mortgage, Assignment of Rents and Security Agreement (the "**Mortgage**") dated as of December 9, 2008, executed by Madison at Shoal Run, LLC, an Alabama limited liability company ("**Borrower**") in favor of Capmark Bank, a Utah industrial bank ("**Original Lender**"), which is recorded in the land records of the Probate Office of Shelby County, Alabama ("**Land Records**") as Instrument No. 20081215000465870, and assigned to Lender pursuant to that certain Assignment of Security Instrument dated as of December 9, 2008, filed for record on December 15, 2008 in the Land Records as Instrument No. 20081215000465880.

WHEREAS, Lender has agreed to release the portion of the Mortgaged Property (as defined in the Mortgage) described on Exhibit A attached hereto and made a part hereof (the "**Release Parcel**") from the lien and operation of the Mortgage;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and Borrower hereby agree as follows:

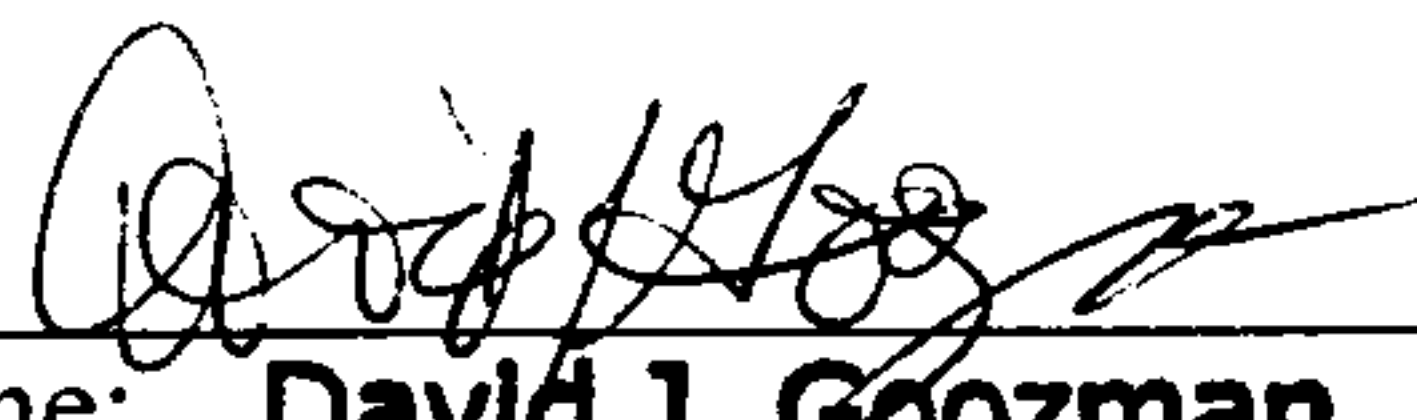
1. Lender does hereby release, remise, quit-claim, exonerate and discharge the Release Parcel from the lien and operation of the Mortgage.
- 2 **The Indebtedness secured by the Mortgage has not been paid or otherwise discharged and remains outstanding and due and payable in full in accordance with the terms of the Mortgage and the "Note" referred to in the Mortgage. Nothing herein contained shall in anyway impair, alter, or diminish the effect, lien or encumbrance of the Mortgage on the remaining part of the property encumbered thereunder and not hereby released therefrom or any of the rights and remedies of the holder thereof as set forth in such instruments.**

IN WITNESS WHEREOF, Lender and Borrower have executed this Partial Release of Mortgage this 16 day of August, 2013.


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LENDER:

**FEDERAL HOME LOAN
MORTGAGE CORPORATION**

By: 
Name: **David J. Gozman**
Title: **Manager**
Multifamily Asset Management

COMMONWEALTH OF VIRGINIA, Fairfax County ss:

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that David J. Gozman, whose name as Manager of Federal Home Loan Mortgage 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 said instrument, he/she as such Manager and with full authority, executed the same voluntarily for and as the act of said corporation.

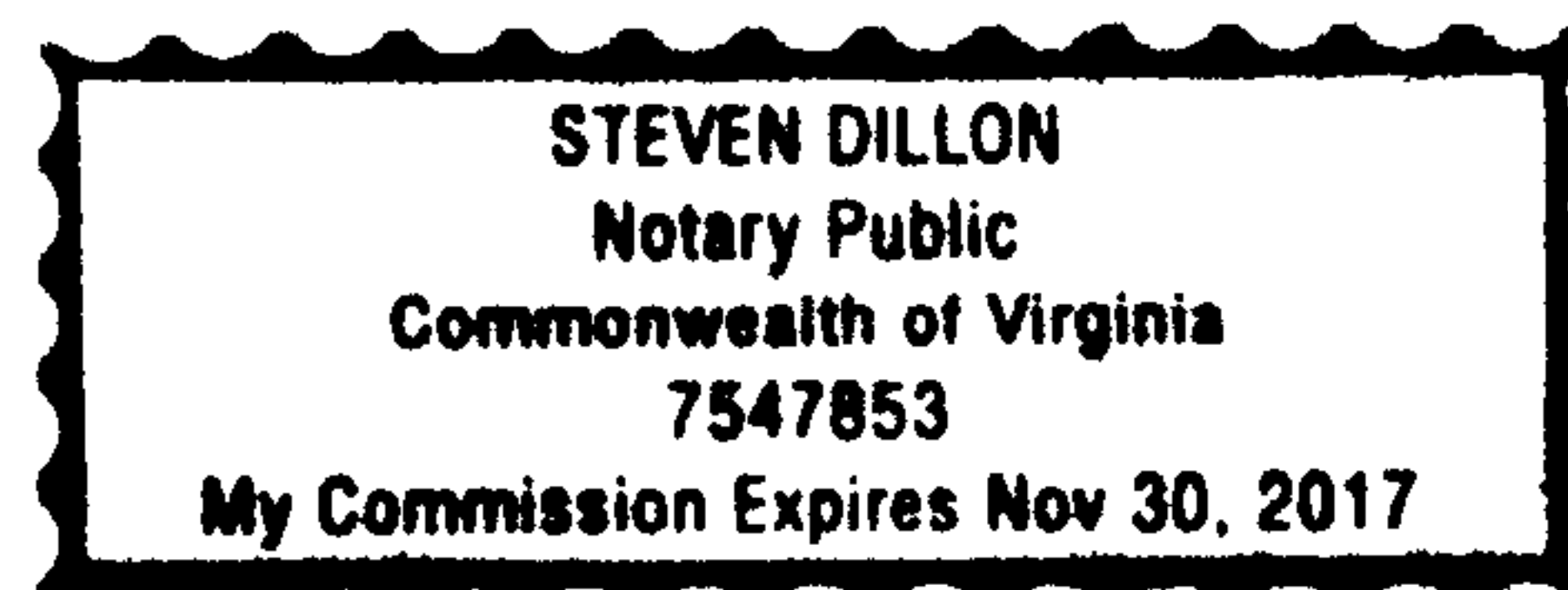
Given under my hand this the 7TH day of August, 2013.


(SEAL)



Notary Public

My commission expires: 11-30-17

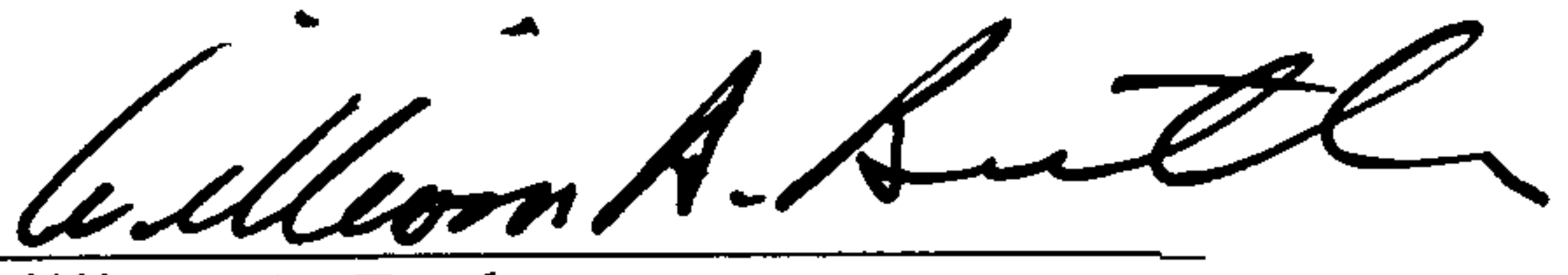



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BORROWER:

MADISON AT SHOAL RUN, LLC, an Alabama
limited liability company

By: Madison at Shoal Run Manager, LLC, an
Alabama limited liability company, its
Manager

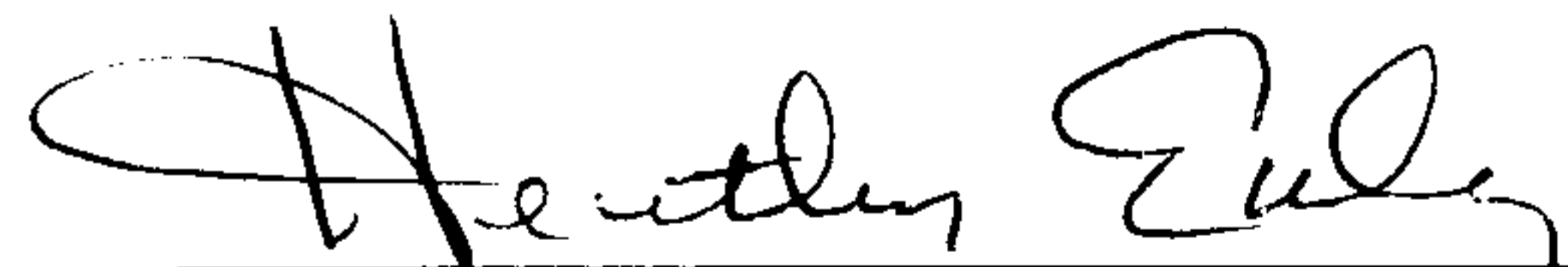
By: 
William A. Butler
Manager

STATE OF Alabama, Shelby County ss:

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William A. Butler, whose name as Manager of Madison at Shoal Run Manager, LLC, an Alabama limited liability company, acting as Manager of Madison at Shoal Run, LLC, an Alabama limited liability company, 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 said instrument, he/she as such Manager and with full authority, executed the same voluntarily for and as the act of said Madison at Shoal Run Manager, LLC, an Alabama limited liability company, acting in its capacity as Manager of said Madison at Shoal Run LLC.

Given under my hand this the 12th day of August, 2013.

(SEAL)


Notary Public

MY COMMISSION EXPIRES JULY 8, 2015

My commission expires: _____




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EXHIBIT "A"
(Legal Description of the Release Parcel)

A part of the NW 1/4 of NW 1/4, Section 5, Township 19 South, Range 1 West, identified as Tract No. 3 on Project No NH-0038(531) in Shelby County, Alabama and being more fully described as follows:

Commencing at a found 1 inch crimp located on the east property line of the property referenced in Map Book 37, Page 89 in the Probate Office of Shelby County; thence N 0 deg. 30 min. 50 sec. W and along the grantor's west property line a distance of 801.24 feet to a point on the grantor's said property line (said line between a point offset 49.88 feet RT and parallel with centerline of project at station 102+00.23 and a point offset 48.37 feet RT and parallel with centerline of project at station 104+67.11), which is the point of BEGINNING; thence N 0 deg. 30 min. 50 sec. W and along the grantor's said property line a distance of 26.19 feet to a point on the east present R/W line of SR-119; thence N 21 deg. 59 min. 16 sec. E and along the said present R/W line a distance of 263.60 feet to a point on the south present R/W line of Shoal Run Trail; thence S 68 deg. 0 min. 19 sec. E and along the said present R/W line a distance of 9.63 feet to a point on the acquired R/W line (said point offset 47.13 feet RT and perpendicular to centerline of project at station 106+21 (said point tied to the said present R/W line of Shoal Run Trail)); thence following the curvature thereof an arc distance of 154.95 feet and along the acquired R/W line to a point on the acquired R/W line (said point offset 48.37 feet RT and perpendicular to centerline of project at station 104+67.11) (said arc having a chord bearing of S 21 deg. 14 min. 18 sec. W, a clockwise direction, a chord distance of 154.95 feet and a radius of 6760.10 feet); thence following the curvature thereof an arc distance of 132.87 feet and along the acquired R/W line (said arc having a chord bearing of S 22 deg. 41 min. 35 sec. W, a clockwise direction, a chord distance of 132.87 feet and a radius of 4720.40 feet) to the point and place of BEGINNING, containing 0.070 acres, more or less.


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