

STATE OF ALABAMA  
SHELBY COUNTY

**PARTIAL RELEASE OF MORTGAGE AND CONSENT TO TEMPORARY  
CONSTRUCTION EASEMENT**

Know All Men By These Presents, that in consideration of the payment of One and no/100 Dollars (\$1.00) and other good and valuable consideration, the undersigned U.S. Bank National Association, as Trustee, as successor-in-interest to Bank of America, N.A., successor by merger to LaSalle Bank National Association, as Trustee for the Registered Holders of GFCM LLC, Commercial Mortgage Pass-Through Certificates, Series 2003-1 (“**Lender**”), the current mortgagee, by and through Berkadia Commercial Mortgage LLC, its master servicer (“**Servicer**”), hereby releases the following described real property from the lien of that certain Mortgage, Assignment of Rents and Leases, Security Agreement, and Fixture Financing Statement, dated as of September 9, 2002 (the “**Mortgage**”), executed by The Crossroads at Greystone, LLC, an Alabama limited liability company (“**Borrower**”), to General Electric Capital Assurance Company, a Delaware corporation, and recorded as Instrument # 20020911000436090 in the Probate Office of Shelby County, Alabama, and assigned to Lender, by assignment recorded as Instrument # 20050131000045370 in the Probate Office of Shelby County, Alabama:

**See description of real property on Exhibit A attached hereto and made a part hereof.**

It is understood and agreed that this partial release shall not in any way impair or affect the lien of the Mortgage as to any and all other property described therein and not previously released, and shall not be construed as a partial satisfaction of liabilities secured by the Mortgage.


In addition, Lender, by and through Servicer, hereby consents to Borrower granting a temporary construction easement to the State of Alabama Department of Transportation that burdens the following described real property that continues to be encumbered by Lender's mortgage lien:

**See description of real property on Exhibit B attached hereto and made a part hereof.**

It is expressly understood that all rights, title and interest to the above described easement shall revert to the Borrower upon completion of the construction project.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

Borrower: The Crossroads at Greystone, LLC  
Berkadia Loan No. 50-0004728

  
20140625000192810 2/5 \$30.00  
Shelby Cnty Judge of Probate, AL  
06/25/2014 03:57:20 PM FILED/CERT


In Witness Whereof, the undersigned has caused these presents to be executed this 20th day of May, 2014.

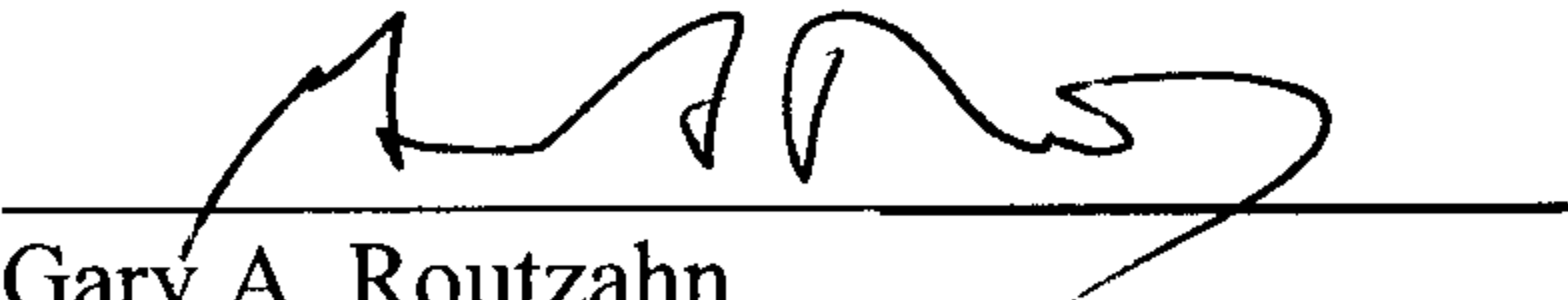
U.S. Bank National Association, as Trustee, as successor-in-interest to Bank of America, N.A., successor by merger to LaSalle Bank National Association, as Trustee for the Registered Holders of GFCM LLC, Commercial Mortgage Pass-Through Certificates, Series 2003-1

By: Berkadia Commercial Mortgage LLC, a Delaware limited liability company

Its: Master Servicer

Witness:

  
Kristie A. Alvelo

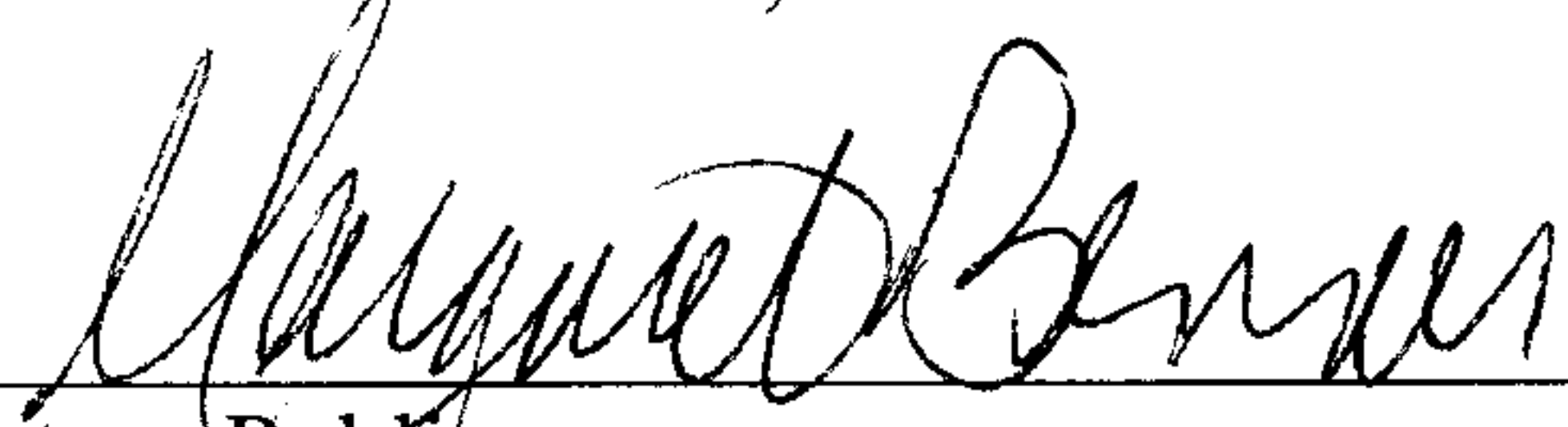
By:   
Name: Gary A. Routzahn  
Authorized Representative


ACKNOWLEDGEMENT:

COMMONWEALTH OF PENNSYLVANIA )  
 )ss  
COUNTY OF MONTGOMERY )

On the 20<sup>th</sup> day of May 2014, before me, a Notary Public in and for the said Commonwealth, personally appeared Gary A. Routzahn, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as an Authorized Representative, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

In Witness Whereof, I have hereunto set my hand and official seal.

  
Notary Public

  
20140625000192810 3/5 \$30.00  
Shelby Cnty Judge of Probate, AL  
06/25/2014 03:57:20 PM FILED/CERT

My commission expires: Oct. 6, 2017

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Margaret Benner, Notary Public  
Horsham Twp., Montgomery County  
My Commission Expires Oct. 6, 2017  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Borrower: The Crossroads at Greystone, LLC  
Berkadia Loan No. 50-0004728

Instrument Prepared by:  
Dimple C. Patel, Dilworth Paxson LLP, 1500 Market Street, Ste 3500E, Philadelphia, PA 19102

## Exhibit A

### LEGAL DESCRIPTION

**A part of the SW <sup>1</sup>/<sub>4</sub> of SW <sup>1</sup>/<sub>4</sub>, Section 32, Township 18-S, Range 1-W, identified as Tract No. 9 on Project No NHF-0038( ) in Shelby County, Alabama and being more fully described as follows:**

#### Parcel:

Commencing at a found 3/4" open top pipe located at the southeast corner of the LOT 1A , A Resurvey of Lots 1 and 2 The Crossroads of Greystone, MB 29 PG53 in the Probate Office of Shelby County;

thence N 67°27'49" W and along the common property line a distance of 556.25 feet to a point on the grantor's south property line (said point also on the acquired R/W line (said line between a point that is offset 54.63' RT and tied to the north present R/W line of Cahaba Valley Drive and a point that is offset 57.46' RT and perpendicular to centerline of project at station 117+75.00), which is the point of BEGINNING;

thence N 67°27'49" W and along the grantors said property line a distance of 10.85 feet to a point on the east present R/W line of SR-119;

thence N 21°25'29" E and along the said present R/W line a distance of 340.51 feet to a point on the grantor's north property line;

thence following the curvature thereof an arc distance of 19.81 feet and along the grantor's said property line to a point on the grantor's said property line (said arc having a chord bearing of S 8°15'25" E, a counterclockwise direction, a chord distance of 19.68 feet and a radius of 49.03 feet);

thence S 66°10'46" E and along the grantor's said property line a distance of 15.71 feet to a point on the acquired R/W line (said line offset 66.05' RT and parallel with centerline of project);

thence S 22°2'4" W and along the acquired R/W line a distance of 67.23 feet to a point on the acquired R/W line (said point offset 66.05' RT and perpendicular to centerline of project at station 117+90.00),

thence S 51°52'21" W and along the acquired R/W line a distance of 17.26 feet to a point on the acquired R/W line (said point offset 57.46' RT and perpendicular to centerline of project at station 117+75.00);

thence S 22°38'38" W and along the acquired R/W line a distance of 240.92 feet; to the point and place of BEGINNING, containing 0.121 acre(s), more or less.

## Exhibit B

### LEGAL DESCRIPTION

**A part of the SW <sup>1</sup>/<sub>4</sub> of SW <sup>1</sup>/<sub>4</sub>, Section 32, Township 18-S, Range 1-W, identified as Tract No. 9 on Project No NHF-0038( ) in Shelby County, Alabama and being more fully described as follows:**

#### Temporary Construction Easement:

BEGINNING at a point on the required easement line (said point offset 20' LT and perpendicular to centerline of Hugh Daniel Drive at station 21+00.00);

thence S 78°58'53" W and along the required easement line a distance of 49.61 feet to a point on the acquired R/W line (said point offset 57.46' RT and perpendicular to centerline of project at station 117+75.00);

thence N 51°52'21" E and along the acquired RAN line a distance of 17.26 feet to a point on the acquired R/W line (said point offset 66.05' RT and perpendicular to centerline of project at station 117+90.00);

thence N 22°2'4" E and along the acquired R/W line a distance of 67.23 feet to a point on the grantor's north property line;

thence S 66°10'46" E and along the grantor's said property line a distance of 27.76 feet to a point on the required easement line (said line between a point that is offset 20' RT and perpendicular to centerline of Hugh Daniel Drive at station 21+00.00 and a point that is offset 75' RT and perpendicular to centerline of project at station 119+95.00);

thence S 3°54'56" E and along the required easement line a distance of 15.92 feet to a point on the required easement line (said point offset 20' RT and perpendicular to centerline of Hugh Daniel Drive at station 21+00.00);

thence S 24°30'35" W and along the required easement line a distance of 40.00 feet; to the point and place of BEGINNING, containing 0.051 acre(s). more or less.

It is expressly understood that all rights, title and interest to the above described easement(s) shall revert to the grantor upon completion of said project.