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PLEASE CROSS-INDEX TO:
Document #20120511000166100
Shelby County, Alabama

QUITCLAIM DEED AND PARTIAL RELEASE


THIS INDENTURE made and entered into as of the 28th day of January, 2015, by and between **SUNTRUST BANK**, a Georgia banking corporation (hereinafter referred to as "Grantor"), and **VISTA COMMUNITIES VENTURE, LLC**, a Delaware limited liability company (hereinafter referred to as "Grantee"; the words "Grantor" and "Grantee" shall include their respective heirs, successors and assigns where the context requires or permits).

W I T N E S S E T H T H A T:

GRANTOR, for and in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof are hereby acknowledged, has remised, conveyed and quitclaimed, and by these presents does hereby remise, convey and forever QUITCLAIM AND RELEASE unto the said Grantee all of Grantor's right, title and interest in and to that tract or parcel of real property described in Exhibit A attached hereto and incorporated herein by this reference (hereinafter referred to as the "Released Property").

The sole purpose of this Quitclaim Deed and Partial Release is to release any and all interest Grantor may have in and to the above-described Released Property pursuant to the terms and conditions of the following:

1. Mortgage and Security Agreement, dated May 8, 2012, recorded as Document #20120511000166100, Shelby County Judge of Probate, Alabama (hereinafter referred to as the "Mortgage").


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Shelby Cnty Judge of Probate, AL
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2. Assignment of Leases and Rents, dated May 8, 2012, recorded as Document #20120511000166110, Shelby County Judge of Probate, Alabama (hereinafter referred to as the "Assignment of Leases").

3. Any and all other documents and instruments evidencing, securing or in any manner relating to the indebtedness secured by the Mortgage and Assignment of Leases.

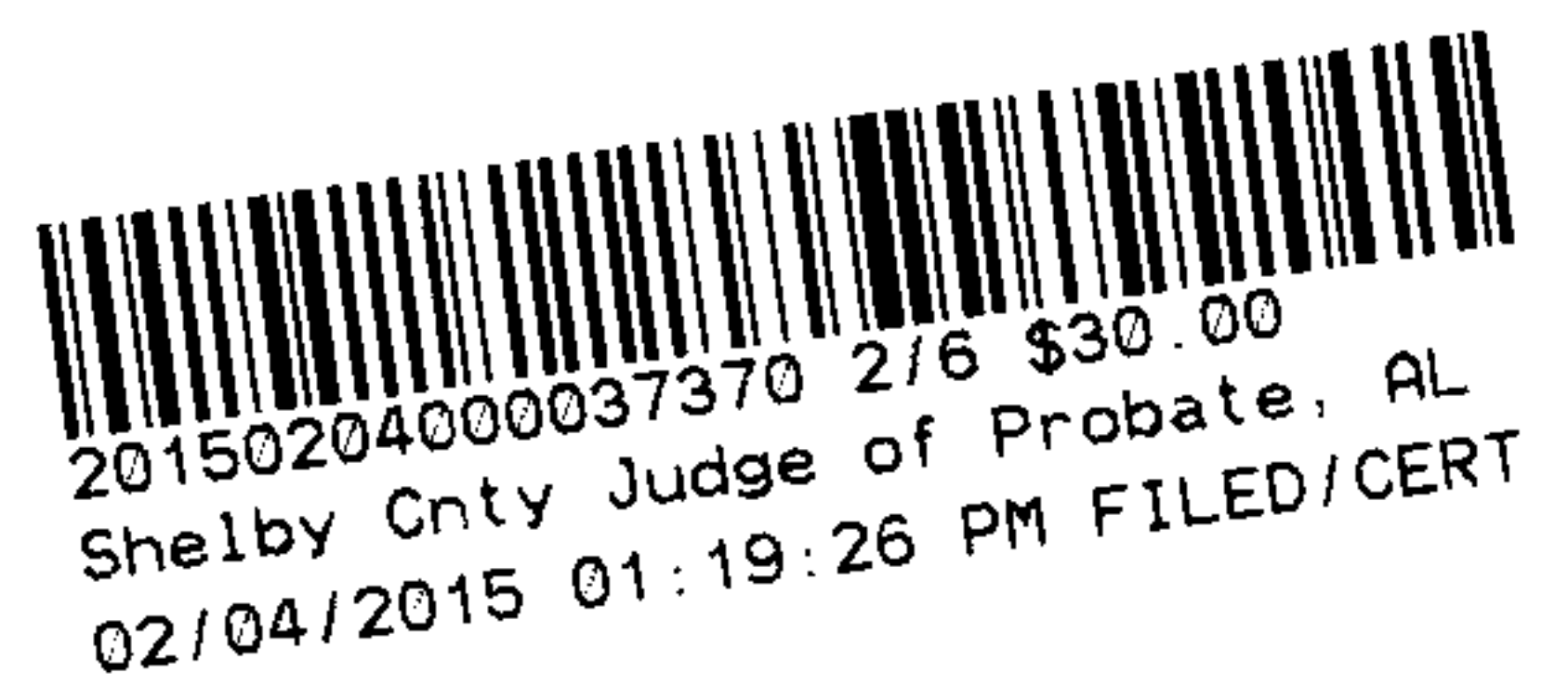
The documents referenced above are hereinafter collectively referred to as the "Security Documents".

TO HAVE AND TO HOLD the said described Released Property to the said Grantee, so that neither the said Grantor nor any person or persons claiming under the said Grantor shall at any time, by any means or ways, have, claim or demand any right or title to the Released Property or appurtenances, or any rights thereof.

THIS QUITCLAIM DEED AND PARTIAL RELEASE SHALL SERVE TO RELEASE ONLY THE RELEASED PROPERTY. THE INSTRUMENTS DESCRIBED ABOVE SHALL REMAIN IN FULL FORCE AND EFFECT AS TO ALL OTHER PROPERTY DESCRIBED THEREIN, LESS AND EXCEPT THE RELEASED PROPERTY.

THIS DEED IS AN INSTRUMENT TO CLEAR TITLE ONLY; ACCORDINGLY, NO TRANSFER TAXES ARE DUE HEREON.

[SIGNATURE CONTAINED ON FOLLOWING PAGE]



IN WITNESS WHEREOF, Grantor has executed and sealed this Quitclaim Deed and Partial Release on the day and year first above written.

GRANTOR:

SUNTRUST BANK, a Georgia banking corporation

By: *Lisa R. Smith*

Name: *Lisa R. Smith*

Title: *Vice President*

[BANK SEAL]



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STATE OF *Georgia*
COUNTY OF *Fulton*

I, the undersigned Notary Public, in and for said county, in said state, hereby certify that *Lisa R. Smith*, whose is the *Vice President* of SUNTRUST BANK, a Georgia banking corporation, is signed to the foregoing Quitclaim Deed and Partial Release, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Quitclaim Deed and Partial Release, he, as such *Vice President* and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this *23rd* day of January, 2015.

Susan Robinson
Notary Public

[Affix notarial seal or stamp]

My commission expires

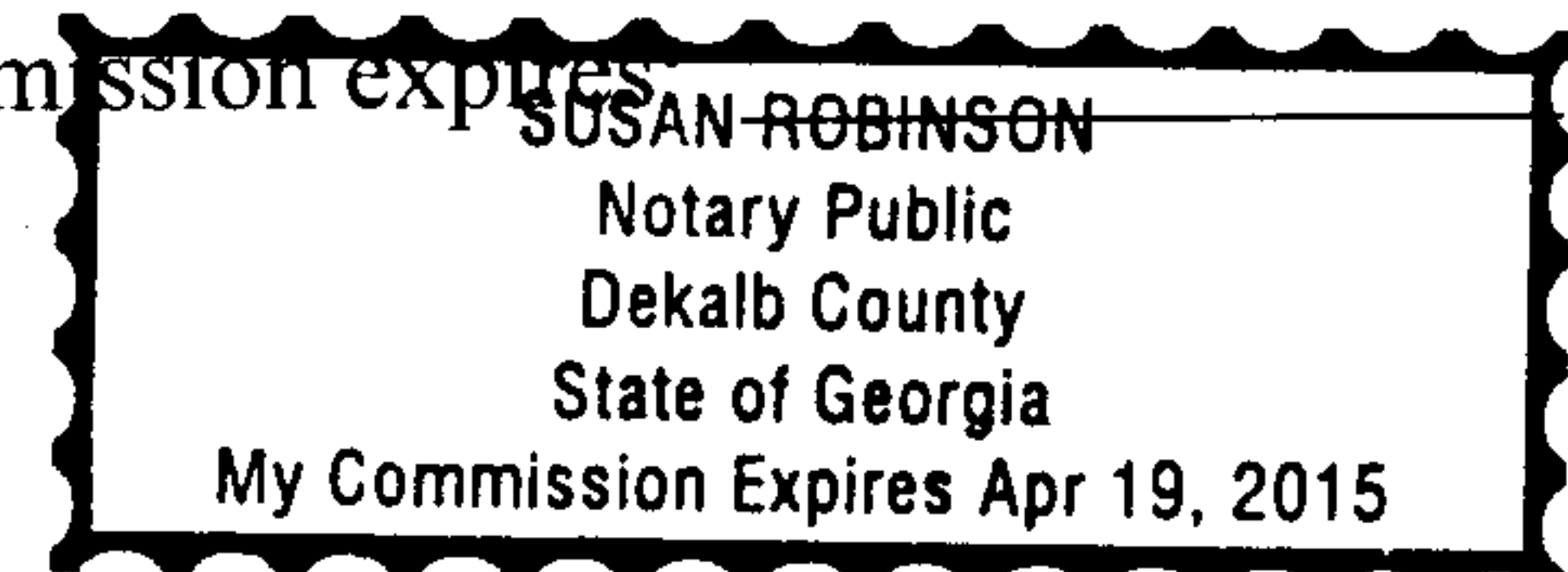


EXHIBIT "A"

LEGAL DESCRIPTION OF RELEASED PROPERTY

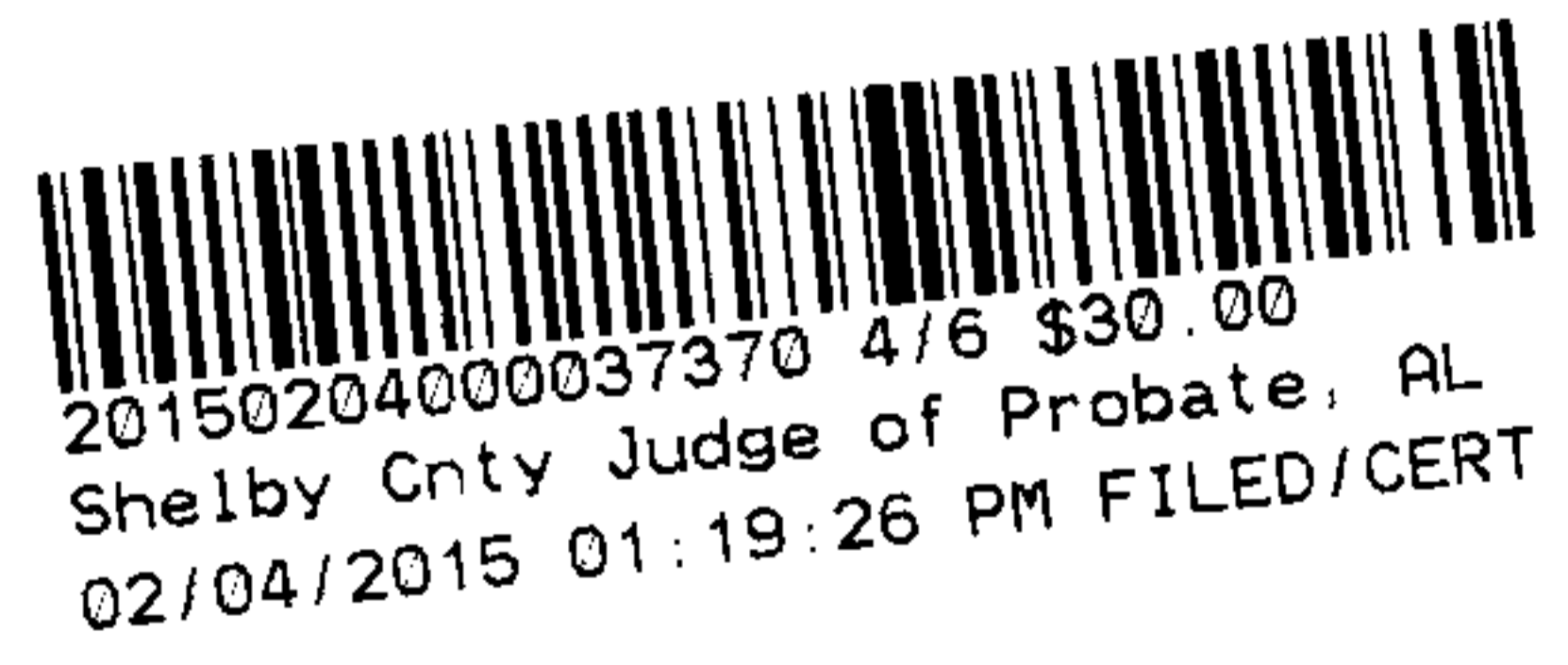


Exhibit A

Lot 2, Crowne Resurvey of Galleria Woods, recorded in Birmingham Map Book 178, page 65 and Bessemer Map Book 29, page 70 in the Probate Office of Jefferson County, Alabama.

Along with the right to use the sanitary sewer easement recorded in Bessemer Real 1025, page 508 in the Probate Office of Jefferson County, Alabama.

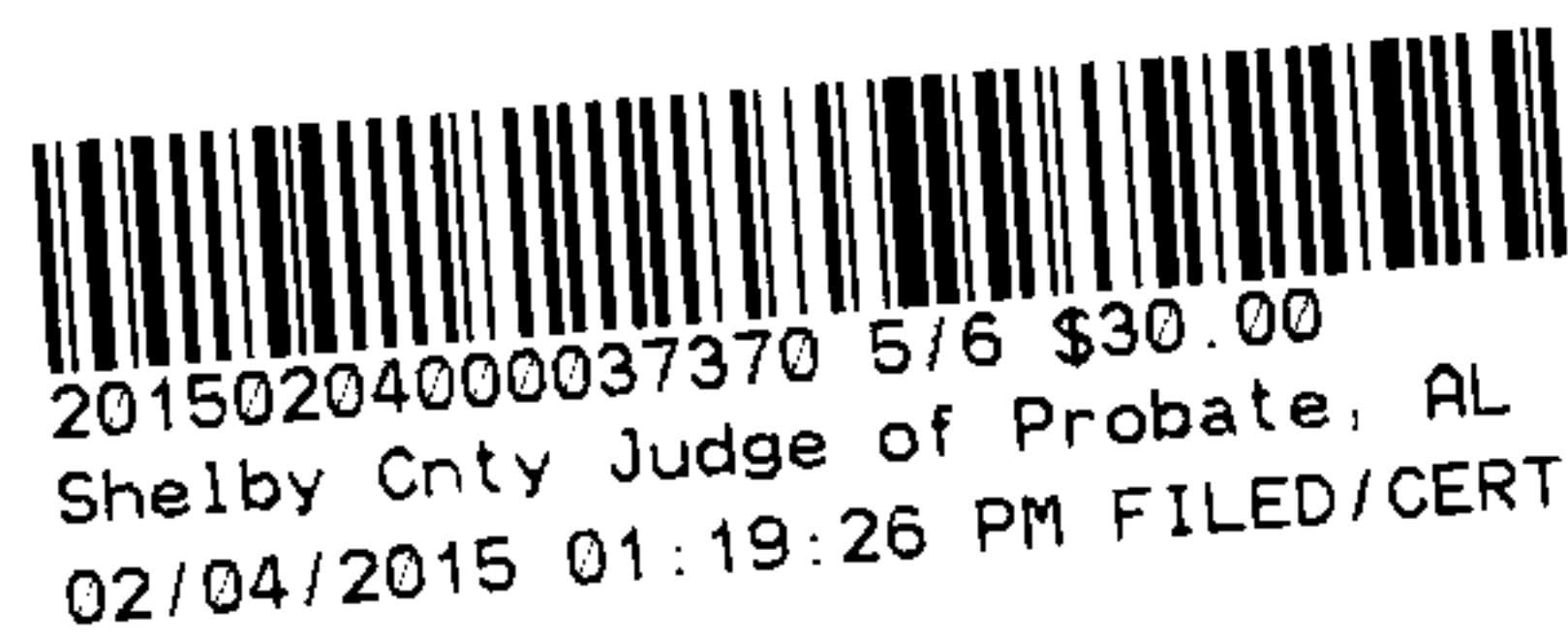
Together with all rights acquired in Amendment No. 2 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business) recorded in Birmingham Real 1437, page 570 and Bessemer Real 348, page 878 in the Probate Office of Jefferson County, Alabama and in Book 19, page 633 in the Probate Office of Shelby County, Alabama.

Said property being further described by the surveyed legal description as follows:

All that tract or parcel of land being Lot 2, Crowne Resurvey of Galleria Woods, as recorded in Map Book 29, page 70, in the Probate Office of Jefferson County, Alabama, Bessemer Division and being located in Section 23, Township 19 South, Range 3 West, Jefferson County, Alabama and being more particularly described as follows.

Commencing at intersection of the southern right-of-way of Alabama State Highway 150 a.k.a. John Hawkins Parkway (having an apparent variable right-of-way) and the western right-of-way of Galleria Woods Drive (having a variable right-of-way); thence, leaving the aforesaid point and run with the said right-of-way of Galleria Woods Drive 1048.16 feet to the northern most corner of Lot 2 located 0.48 feet southeast of a 1/2 inch capped rebar (Weygand CA 54) and the POINT OF BEGINNING. Thence from said POINT OF BEGINNING as thus established and continuing along the said right-of-way of Galleria Woods Drive,

1. 228.02 feet along the arc of a curve deflecting to the left, having a radius of 376.51 feet and a chord bearing and distance of South 05°03'18" West, 224.55 feet to a 1/2 inch capped rebar found (Paragon CA 0082LS); thence,
2. South 12°17'41" East, 102.00 feet to a point located 0.65 feet southeast of a 1/2 inch capped rebar (Weygand CA 54); thence,
3. 447.58 feet along the arc of a curve deflecting to the right, having a radius of 453.88 feet and a chord bearing and distance of South 15°57'19" West, 429.66 feet to a point located 0.15 feet southeast of a 1/2 inch rebar found; thence,
4. 88.04 feet along the arc of a curve deflecting to the left, having a radius of 380.71 feet and a chord bearing and distance of South 37°34'50" West, 87.84 feet to a point; thence,
5. 17.06 feet along the arc of a curve deflecting to the right, having a radius of 25.00 feet and a chord bearing and distance of South 50°30'19" West, 16.73 feet to a point; thence,
6. 137.94 feet along the arc of a curve deflecting to the left, having a radius of 50.00 feet and a chord bearing and distance of South 08°58'43" East, 98.17 feet to a 1/2 inch capped rebar found (Weygand CA 54); thence, leaving the aforesaid right-of-way of Galleria Woods Drive
7. South 01°51'18" West, 95.24 feet to a corner of Lot 2 marked by a 1/2 inch capped rebar found (Paragon CA 0082LS); thence,
8. South 46°45'19" West, 1011.53 feet to a corner of Lot 2 on the previously located centerline of Patton Creek; thence,
9. North 37°31'56" West, 59.13 feet to a corner of Lot 2; thence,
10. North 34°01'12" West, 47.21 feet to a corner of Lot 2; thence,
11. North 32°22'31" West, 84.12 feet to a corner of Lot 2; thence,
12. North 42°29'48" West, 49.20 feet to a corner of Lot 2; thence,
13. North 66°50'46" West, 26.19 feet to a corner of Lot 2; thence,
14. North 75°26'29" West, 36.30 feet to a corner of Lot 2; thence,
15. South 81°40'46" West, 30.45 feet to a corner of Lot 2; thence,



16. South 76°10'34" West, 108.14 feet to a corner of Lot 2; thence,
17. South 78°05'33" West, 79.55 feet to a corner of Lot 2 on the west line of the SW 1/4 of the SE 1/4, Section 23, Township 19 South, Range 3 West; thence, run with the said 1/4-1/4 line
18. North 00°01'32" East, 206.82 feet to a corner of Lot 2 on the previously located centerline of Patton Creek; thence, leaving the said 1/4-1/4 line
19. North 53°28'21" East, 156.04 feet to a corner of Lot 2; thence,
20. North 51°27'37" East, 131.80 feet to a corner of Lot 2; thence,
21. North 51°33'24" East, 127.74 feet to a corner of Lot 2; thence,
22. North 48°40'19" East, 67.18 feet to a corner of Lot 2; thence,
23. North 24°00'48" East, 80.26 feet to a corner of Lot 2; thence,
24. North 22°23'29" East, 104.88 feet to a corner of Lot 2; thence,
25. North 01°45'47" East, 100.93 feet to a corner of Lot 2; thence,
26. North 04°03'34" West, 55.55 feet to a corner of Lot 2; thence,
27. North 15°06'39" West, 77.79 feet to a corner of Lot 2; thence,
28. North 78°23'44" East, 406.45 feet to a corner of Lot 2 marked by a 1/2 inch capped rebar found (Weygand CA 54); thence,
29. North 41°57'01" East, 735.14 feet to the POINT OF BEGINNING, containing 873,420 square feet or 20.051 acre of land, more or less.

