


THIS INSTRUMENT PREPARED BY
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20150928000337410 1/6 \$29.00
Shelby Cnty Judge of Probate, AL
09/28/2015 10:36:28 AM FILED/CERT

After Recording Return to:
Andrea L. Weed, Esq.
Burr & Forman LLP
420 North 20th Street, Suite 3400
Birmingham, Alabama 35203

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

PARTIAL RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that CITY NATIONAL BANK (“**Bank**”), is the owner and holder of that certain *Amended and Restated Mortgage, Assignment of Rents, Security Agreement and Fixture Filing* dated effective November 30, 2014 granted by **R & L FOODS, LLC**, a Delaware limited liability company (“**R & L**”) and **BIG BEAR HOLDINGS, LLC**, a Delaware limited liability company (“**Big Bear**”, and together with R&L, the “**Mortgagor**”) and recorded in the Office of the Judge of Probate of Shelby County, Alabama (the “**Recording Office**”) as Instrument No. 20141204000381980, which amended and restated in its entirety that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated effective June 21, 2012 granted by R & L in favor of Bank and recorded in the Recording Office as Instrument No. 20120706000239690 (the “**Mortgage**”).

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, Bank does hereby release and discharge its interest in **only** that portion of the property described in the Mortgage described as follows:

Tract 1:

Lot 1, according to the Survey of Colonial Properties Subdivision, as recorded In Map Book 8, page 138, In the Probate Office of Shelby County, Alabama.

LESS AND EXCEPT that portion conveyed to the State of Alabama in Book 277, page 930, in the Probate Office of Shelby County, Alabama.

Tract 2:

TOGETHER WITH easement rights as defined in Declaration of Restrictions and grant of easements recorded in Volume 53, page 375, in and to Lot 2, according to the Survey of Colonial Properties Subdivision, as recorded in Map Book 8, page 138, in the Probate Office of Shelby County, Alabama (the "Real Property"),

Together with all rights, privileges, options, elections and other benefits of every name and nature; together with all present and future easements and rights used in connection therewith or as a means of access thereto; together with:

(i) all right, title and interest of the Mortgagor in, to, under or derived from all buildings, structures, facilities and other improvements of every kind and description now or hereafter located on the Real Property, including all parking areas, roads, driveways, walks, fences, walls, drainage facilities and other site improvements, all water, sanitary and storm sewer, drainage, electricity, steam, gas, telephone and other utility equipment, fixtures and facilities, all plumbing, lighting, heating, ventilating, air-conditioning, refrigerating, incinerating, compacting, fire, protection and sprinkler, surveillance and security, public address and communications equipment, fixtures and systems, all awnings, floor coverings, partitions, elevators, escalators, motors, machinery, pipes, fittings and other items of equipment and personal property of every kind and description now or hereafter located on the Real Property, as defined herein, or attached to the improvements which by the nature of their location thereon or attachment thereto are real property under applicable law; and including all materials intended for the construction, reconstruction, repair, replacement, alteration, addition or improvement of or to such buildings, structures, facilities and improvements, or of or to any Equipment as defined below therein all of which materials shall be deemed to be part of the Real Property immediately upon delivery thereof on the Real Property and to be part of the improvements immediately upon their incorporation therein (the foregoing being collectively the "Improvements"; and the Real Property with the Improvements thereon and Equipment (as defined below) therein and appurtenant rights thereto being collectively called the "Property");

(ii) all estate, right, title and interest of Mortgagor in, to, under or derived from all machinery, equipment, appliances, fixtures and accessions thereof and renewals and replacements thereof and substitutions therefor (including, but not limited to, chairs, tables, counters, furniture, cookware, drink dispensers, ice

makers, electronic equipment, computers, security systems, heating, lighting and plumbing fixtures, fire prevention and extinguishing apparatus, cooling and air conditioning systems, grills, stoves, ranges, fryers, refrigerators, tools, machinery, engines, motors, boilers, incinerators, conduits, vacuum cleaning systems, electrical signs, conveyors, cabinets, lockers, shelving, spotlighting equipment, dishwashers, garbage disposals, washers and dryers, recreational items, windows, structural cleaning rigs, or advertising signs), other customary franchise equipment and other tangible property of every kind and nature whatsoever owned by the Mortgagor, or in which the Mortgagor has or shall have an interest, now or hereafter located upon the Real Property, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Real Property or the Improvements (hereinafter collectively called the “Equipment”);

(iii) all estate, right, title and interest of the Mortgagor in, to, under or derived from all tenements, hereditaments and appurtenances now or hereafter relating to the Real Property; the streets, roads, sidewalks and alleys abutting the Real Property; all air space and rights to use air space above the Real Property; all development, operating or similar rights appurtenant to the Real Property (including, without limitation, all rights arising from reciprocal access agreements, joint occupancy, use or development agreements, and parking agreements); all water and water rights appurtenant or relating to the Real Property; all rights of ingress and egress now or hereafter appertaining to the Real Property; and all easements, licenses and rights of way now or hereafter appertaining to the Real Property;

(iv) all estate, right, title and interest of the Mortgagor in, to, under or derived from all contract rights, chattel paper, instruments, general intangibles, computer hardware, software and intellectual property, accounts, guaranties and warranties, letters of credit, and documents, in each case relating to the Property or to the present or future operation or occupancy of the Property, and all plans, designs, blueprints, specifications, maps, surveys, studies, books of account, records, files, insurance policies, guarantees and warranties, all relating to the Property or to the present or future operation or occupancy of the Property, all architectural, engineering, construction and management contracts, all supply and service contracts for water, sanitary and storm sewer, drainage, electricity, steam, gas, telephone and other utilities relating to the Property, and all deposits or other security or advance payments made by or on behalf of Mortgagor under any of the foregoing agreements or contracts and all other agreements affecting or relating to the use, enjoyment or occupancy of the Property;

(v) all estate, right, title and interest of the Mortgagor in, to, under and derived from all leases of or relating to the Property (together with all amendments, supplements, consolidations, replacements, restatements, extensions, renewals and other modifications of any thereof), if any, now or hereafter in effect, whether or not of record (the “Leases”) including, but not limited to, cash and securities deposited thereunder, advance rentals, deposits or payments or a similar nature and the right to receive and collect the rents, income, proceeds, issues and profits

payable thereunder; and the right to bring actions and proceedings under the Leases or for the enforcement thereof and to do anything which the Mortgagor or any lessor is or may become entitled to do under the Leases;

(vi) all estate, right, title and interest of the Mortgagor in, to, under or derived from all rents, royalties, issues, profits, receipts, revenue, income, earnings and other benefits now or hereafter accruing with respect to all or any portion of the Real Property, including all rents and other sums now or hereafter payable pursuant to the Leases all other sums now or hereafter payable with respect to the use, occupancy, management, operation or control of the Property and all other claims, rights and remedies now or hereafter belonging or accruing with respect to the Real Property, including oil, gas and mineral royalties (collectively, "Rents");

(vii) all estate, right, title and interest of the Mortgagor in, to, under or derived from all licenses, authorizations, certificates, variances, consents, approvals and extensions, improvements, betterment, renewals, substitutions and replacements of, and additions and appurtenances to, any of the Property hereafter acquired by or released to the Mortgagor or constructed or located on, or attached to, the Real Property;

(viii) all estate, right, title and interest of the Mortgagor in, to, under or derived from all claims and proceeds of any sale, transfer, taking by condemnation (or any proceeding or purchase in lieu thereof, financing, refinancing or a conversion into cash or liquidated claims, whether voluntary or involuntary, of any of the Property and all judgments, damages, awards, settlements and compensation (including interest thereon) heretofore or hereafter made to the present and all subsequent owners of any of the Property for any injury to or decrease in the value thereof for any reason, and all claims therefor (including but not limited to all claims arising from any defect in or with respect to the design or construction of all or any part of the Improvements and damage resulting therefrom), including all insurance claims and proceeds and awards and title insurance proceeds under any title insurance policy now or hereafter held by the Mortgagor, and all rights, dividends and other claims and awards of any kind whatsoever (including damage, condemnation secured, unsecured, priority and bankruptcy claims and awards) now or hereafter relating to the Property;

(ix) all estate, right, title and interest of the Mortgagor in, to, under or derived from all inventory held or maintained at the Property, or otherwise used in the ownership or operation of the Property (including, without limitation, all food and paper inventory together with all additions and accessions thereto, replacements therefor, products thereof and documents therefor) (collectively, the "Inventory");


(x) to the extent not otherwise included herein, and to the extent related to the Property, all estate, right, title and interest of Mortgagor in all accounts (including health-care insurance receivables), chattel paper (whether tangible or electronic), commercial tort claims, contracts, deposit accounts, documents, general intangibles (including payment intangibles and software), goods (including

inventory, equipment and any accessions thereto), instruments (including promissory notes), letter of credit rights (whether or not the letter of credit is evidenced by a writing), securities and all other investment properties, supporting obligations and any and all proceeds of any thereof, wherever located, whether now owned and hereafter acquired, as such terms are defined in the Uniform Commercial Code, as it may be in effect, of the State in which the Property is located; and

(xi) all estate, right, title and interest of the Mortgagor in, to, under or derived from all products and proceeds of any and all of the above items (i) through (x).

The remainder of the Mortgage remains in full force and effect as to all other property described therein, to the extent not otherwise released by Bank.

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IN WITNESS WHEREOF, the undersigned City National Bank, by its duly authorized agent, who is authorized to execute this instrument, has hereto set we signature and seal, this the 18th day of September, 2015.

CITY NATIONAL BANK

By: Tammy Welch
Print: ~~By~~ Tammy Welch
Its: SVP

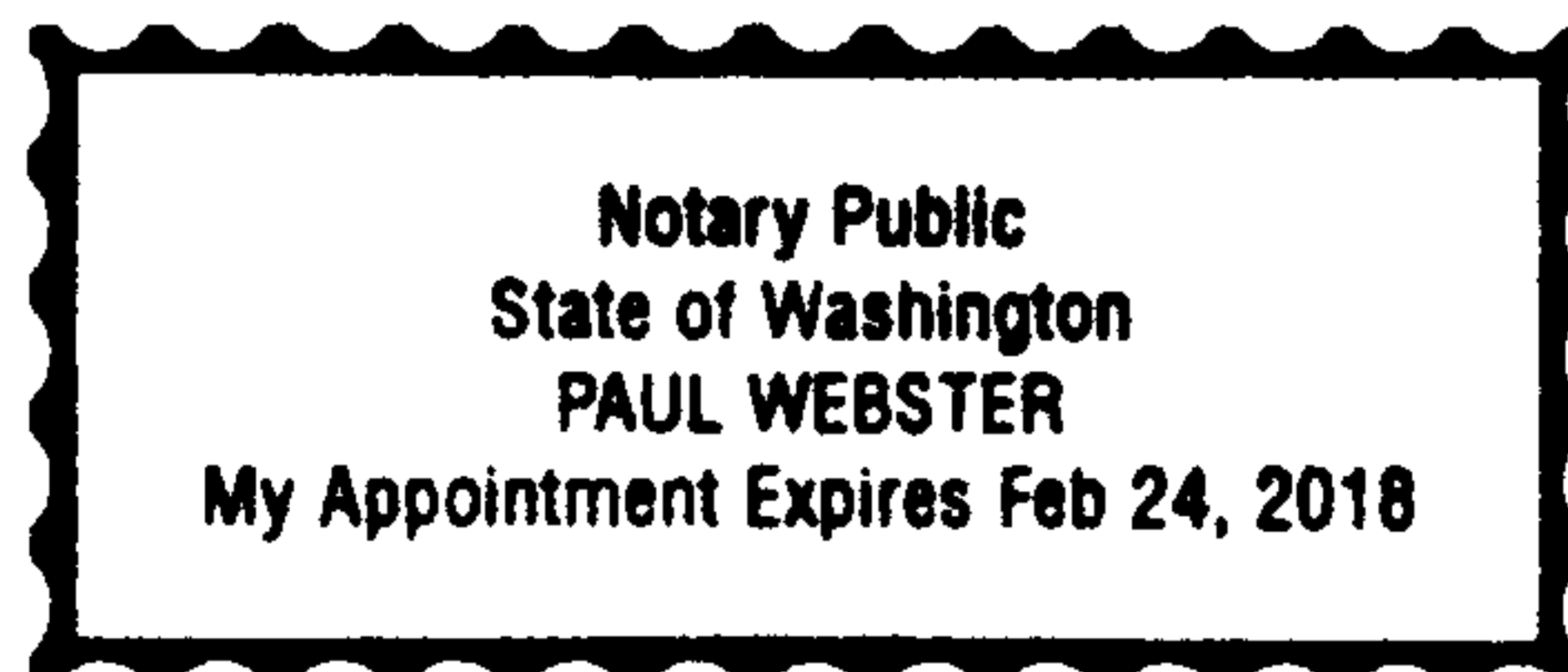
STATE OF Washington)

COUNTY OF King)

I, Paul Webster, a Notary Public in and for said County in said State, hereby certify that Tammy Welch, whose name as SVP of CITY NATIONAL BANK, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said CITY NATIONAL BANK.

Given under my hand and seal, this 18th day of September, 2015.

[SEAL]



Paul Webster
NOTARY PUBLIC
My Commission Expires: 2-24-18

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