


Loan # 401770600  
This instrument prepared by/ return to:  
Debbie Demel  
USAmeriBank  
P.O. Box 17540  
Clearwater, FL 33762

State of Alabama  
Shelby County

  
20150929000339690 1/2 \$17.00  
Shelby Cnty Judge of Probate, AL  
09/29/2015 12:20:46 PM FILED/CERT

## PARTIAL RELEASE OF MORTGAGE

### KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Eddleman Residential, LLC, an Alabama Limited Liability Company, hereinafter called Mortgagor by Construction Mortgage Future Advance bearing the date February 26, 2015 and recorded March 5, 2015 in Instrument 20150305000067830; in the office of the Judge of Probate of Shelby County, Alabama, granted and conveyed unto Aliant Bank, a Division of USAmeriBank and assigns, the premises therein particularly described to secure the indebtedness thereon.

AND WHEREAS, the said Mortgagors have requested the said USAmeriBank, the owner and holder of said Mortgage to release the premises hereinafter described, being part of said mortgaged premises, from the lien and operation of said Mortgage.

NOW THEREFORE, KNOW YE, that the USAmeriBank, in consideration of the premises and the sum of Ten and No/100 Dollars (\$10.00) to it in hand paid by the said Mortgagor, at the time of execution and discharge from the lien and operation of said mortgage unto the said Mortgagor its heirs and assigns, all that piece, parcel or tract of land, being a part of the premises conveyed by said mortgage, to-wit:

#### COLLATERAL TO BE RELEASED:

SEE ATTACHED

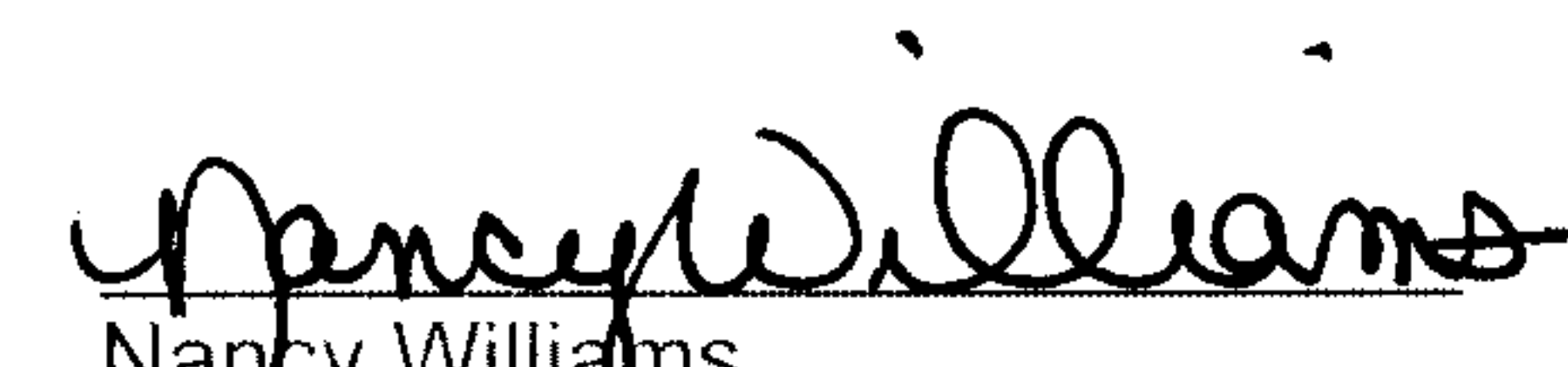
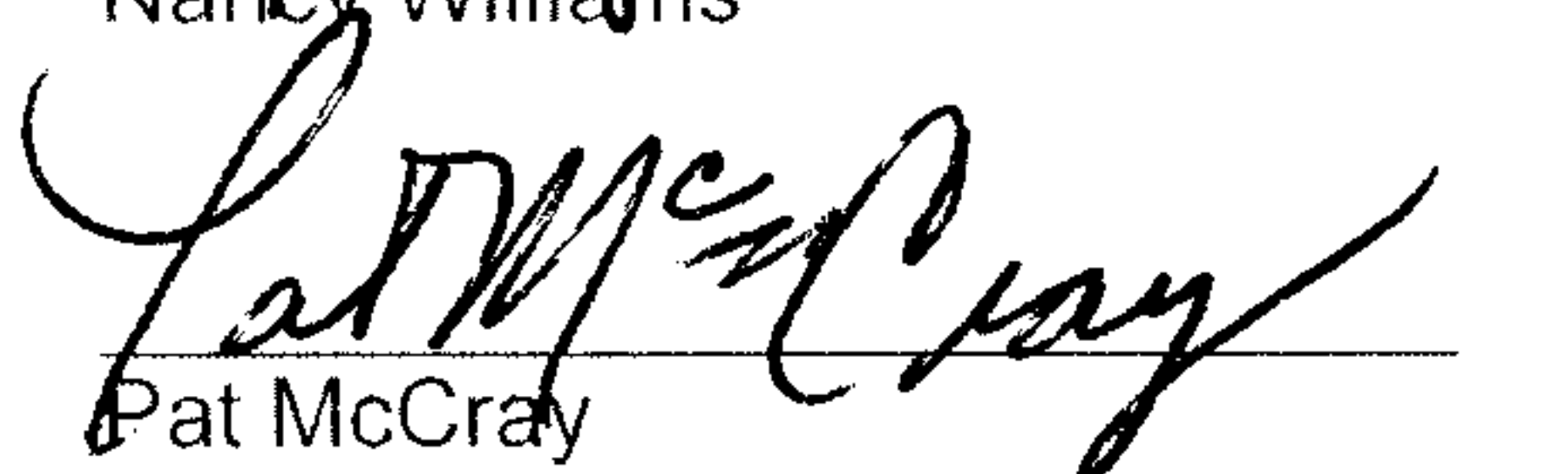
Also described as:

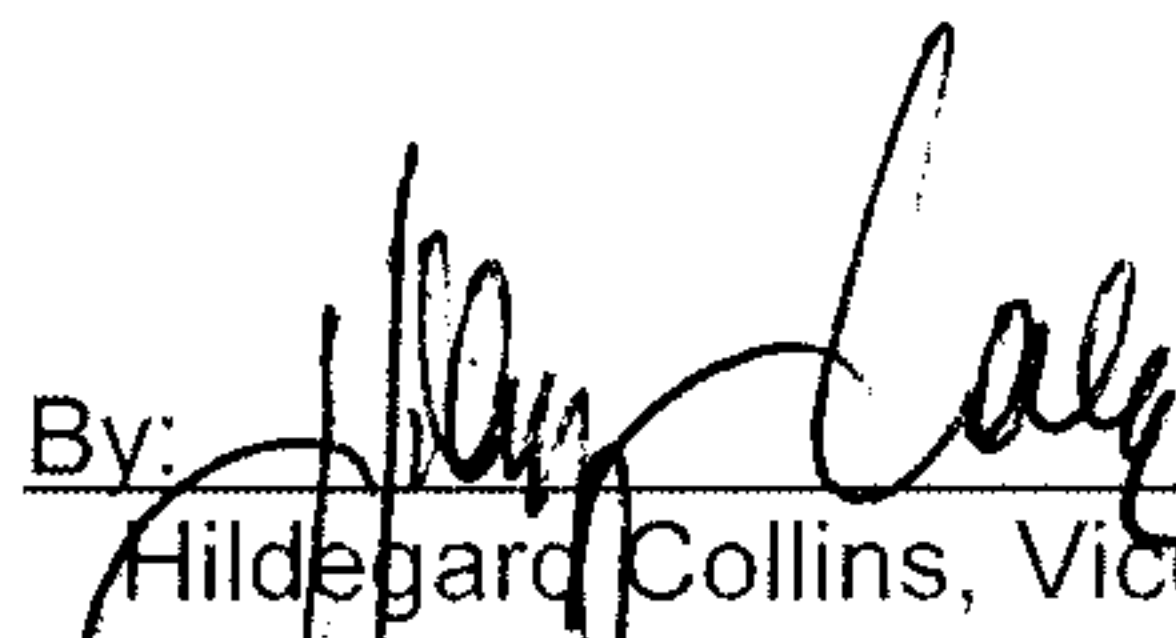
1201 Highland Village Trail, Birmingham, AL 35242

TO HAVE AND TO HOLD the same, with the appurtenances, unto the said Mortgagor, its heirs and assigns forever, freed, exonerated and discharged of and from the lien of said mortgage, and every part thereof; provided always, nevertheless, that nothing herein contained shall in anywise impair, alter or diminish the effect, lien or encumbrance of the aforesaid Mortgage on the remaining part of said mortgaged premises not hereby released therefrom, or any of the rights and remedies of the holder thereof.

IN WITNESS WHEREOF, the said USAmeriBank has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its proper officer thereunto duly authorized, this 16<sup>th</sup> day of September, 2015.

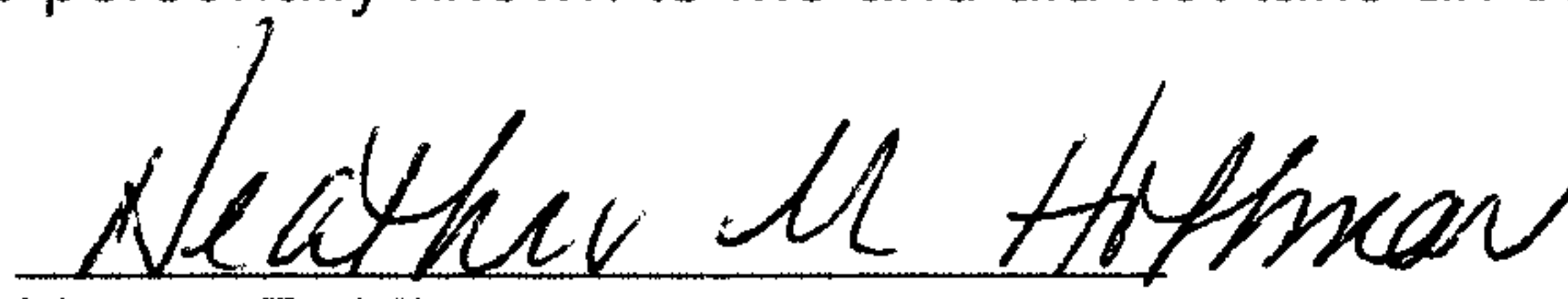
Signed, Sealed and delivered in the presence of:

  
Nancy Williams  
  
Pat McCray

By:   
Hildegard Collins, Vice President  
USAmeriBank  
4790 140<sup>th</sup> Avenue N  
Clearwater, FL 33762


STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of September, 2015, by Hildegard Collins, Vice President of USAmeriBank, on behalf of the bank. She is personally known to me and did not take an oath.

  
Notary Public  
My Commission Expires



**EXHIBIT "A"**

  
20150929000339690 2/2 \$17.00  
Shelby Cnty Judge of Probate, AL  
09/29/2015 12:20:46 PM FILED/CERT

**Lot 98, 2<sup>nd</sup> Amendment to the Amended Map The Village at Highland Lakes, Sector One, an Eddleman Community, as recorded in Map Book 38, Page 24 A-E, in the Office of the Judge of Probate of Shelby County, Alabama.**

**Together with nonexclusive easement to use the roadways, Common Areas all as more particularly described  
in the Declaration of Easements and Master Protective Covenants for The Village at Highlands Lakes, a Residential Subdivision, recorded as Instrument No. 20060421000186650 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for The Village at Highland Lakes, a Residential Subdivision, Sector One, recorded as Instrument No. 20060421000186670, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").**