

20160304000070460 1/3 \$20.00
Shelby Cnty Judge of Probate, AL
03/04/2016 02:13:43 PM FILED/CERT

This instrument prepared by
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Butler Snow LLP
One Federal Place
1819 Fifth Avenue North, Suite 1000
Birmingham, Alabama 35203
(205) 297-2200

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

PARTIAL RELEASE FROM NON-ENCUMBRANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that effective as of February 12, 2016, the undersigned, **NATIONAL BANK OF COMMERCE**, a national banking association (together with its successors or assigns, the "**Bank**"), is the owner and holder of the indebtedness advanced to **SPARTAN VALUE INVESTORS, LLC**, an Alabama limited liability company, **SPARTAN INVEST, LLC**, an Alabama limited liability company (individually and collectively, the "**Borrower**") which is secured by, among other things, Non-Encumbrance Agreement dated as of April 30, 2015, delivered by Borrower in favor of Bank and recorded on April 30, 2015, with the Probate Court of Jefferson County, Alabama, at Book LR201512, Page 20569, as Instrument Number 20150430000424760 (as amended, collectively, the "**Non-Encumbrance Agreement**").

By execution of this Partial Release, Bank does hereby release the real property described in **Exhibit A** attached hereto and incorporated herein by this reference, from the lien of the Non-Encumbrance Agreement. The foregoing Partial Release is being given by Bank in order to facilitate Borrower's lien-free sale and transfer of the property described in **Exhibit A**, but shall not otherwise be deemed to alter, diminish, extinguish or satisfy the indebtedness of Borrower or any other party to Bank.

Except as expressly set forth above, the Non-Encumbrance Agreement and all other Loan Documents (as defined in the Non-Encumbrance Agreement) shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal effective as of the date first set forth above.

NATIONAL BANK OF COMMERCE, a national banking association

By: [Signature]
Name: Josh Clinton
Its: Banking Officer

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

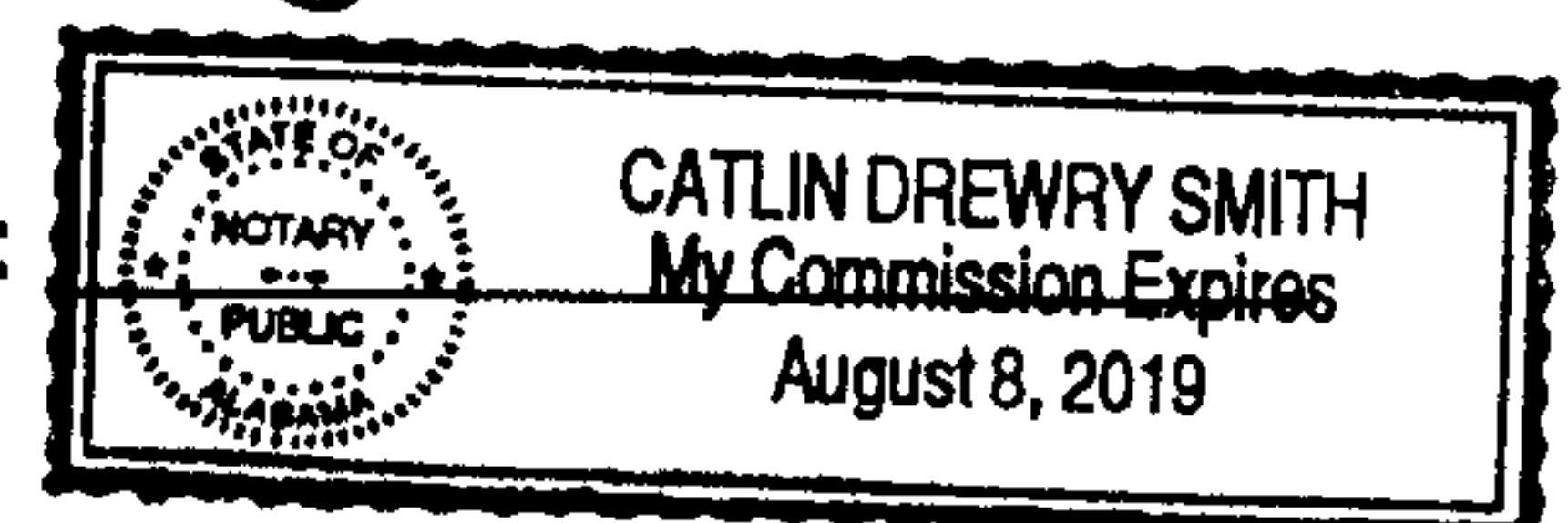
I, Catlin Drewry Smith, the undersigned Notary Public in and for said County, in said State, hereby certify that Josh Clinton, whose name as Banking Officer of National Bank of Commerce, a national banking association, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she as such officer and with full authority, executed the same for and as the act of said state banking association.

Given under my hand and official seal this 12th day of February, 2016.

[Signature]
Notary Public

[AFFIX SEAL]

My commission expires:



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EXHIBIT A

LEGAL DESCRIPTION

Commencing at the Intersection of the North curb line of Mildred Street with the Section line between Sections 25 and 26, Township 21, Range 1 West in the Town of Columbiana, Shelby County, Alabama and run thence North 69° East along the North curb line of Mildred Street, 278 feet for point of beginning of lot herein described; continue thence at the same bearing along curb line 74 feet; run thence North 19° West 165 feet; run South 69° West 74 feet; run thence South 19° 166.7 feet to point of beginning, being a lot facing 74 feet wide on the North side of Mildred Street and being the same property sold Mrs. Susie C. Bird by Mrs. Knox E. Wooley and her husband on February 1, 1934 by deed recorded in Deed Book 98, at Page 53 in the Office of the Judge of Probate for Shelby County, Alabama.

ADDRESS

208 Mildred Street
Columbiana AL 35051



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