

This instrument prepared by
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Birmingham, Alabama 35203
(205) 297-2200


STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

PARTIAL RELEASE FROM NON-ENCUMBRANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that effective as of _____, 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.


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Shelby Cnty Judge of Probate, AL
05/12/2016 10:20:32 AM FILED/CERT

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, Susan Elizabeth Bland, 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 29th day of March, 2016.



[AFFIX SEAL]

Susan Elizabeth Bland
Notary Public

My commission expires: May 1, 2019



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EXHIBIT A

LEGAL DESCRIPTION

**Lot 2, according to the Survey of Grady King's Subdivision, as recorded in
Map Book 5, Page 81, in the Probate Office of Shelby County, Alabama.**

ADDRESS

7 King Valley Circle, Pelham, AL 35124



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