

PARTIAL RELEASE OF LIENS ON REALTY

STATE OF ALABAMA)
COUNTY OF SHELBY)

WHEREAS, the REDSTONE FEDERAL CREDIT UNION, whose address is 220 Wynn Drive, Huntsville, Alabama 35893 (hereinafter called "Holder") is the owner and holder of a certain Mortgage, Assignment of Rents and Leases and Security Agreement dated January 20, 2012, and hereinafter described, recorded in the Land Records of Shelby County Judge of Probate, State of Alabama (collectively the "Liens"), to-wit:

Mortgage, Assignment of Rents and Leases and Security Agreement filed on the 14th day of May, 2012, as Instrument No. 20120514000168600, as amended by that certain Amendment to Mortgage, Assignment of Rents and Leases and Security Agreement recorded July 18, 2012 as Instrument No. 20120718000256830, Mortgagor jointly, severally and collectively being D & D CARR, LLC and BOB'S POWER EQUIPMENT, INC.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS; That Holder, acknowledges receipt of sufficient consideration to partially release from its Liens the property described herein below and the Holder does further hereby partially release and satisfy its right, title, interest and estate in the property described, to-wit:

Commencing at the SE corner of the NE ¼ of the NW ¼ of Section 15, Township 19 South, Range 2 West, run thence N 88°28'18" W a distance of 187.27 feet, more or less, run thence N 01°31'42" E a distance of 243.01 feet, more or less, to the Point of Beginning; run thence N 76°55'50" W a distance of 111.12 feet, more or less, run thence N 1°26'08" W a distance of 12.76 feet, more or less, run thence S 77°15'04" E a distance of 79.95 feet, more or less, run thence N 83°34'11" E a distance of 30.17 feet, more or less, run thence S 1°26'08" E a distance of 23.62 feet, more or less, to the Point of Beginning; Containing 0.036 acres, more or less.

THIS PARTIAL RELEASE is executed without recourse, representation of warranty, express or implied, at law or in equity, on Holder.

Nothing contained in this partial release should be construed to release from the Liens any property that is not specifically described above, and the Liens shall remain in full force and effect as to all property described therein, less that specific piece of property described above and released hereby.

Nor does this release affect any right, title, interest and estate held by the undersigned in any other property encumbered by any other deeds of trust, mortgages or deeds to secure debt executed or assumed by Mortgagor, in favor of or held by the undersigned and does not affect in any way the validity of the indebtedness secured thereby nor the liability of any party for the

payment thereof or the continued validity of any other collateral given to secure said indebtedness.

IN WITNESS WHEREOF, this instrument is executed this, the 14th day of July, 2016.

REDSTONE FEDERAL CREDIT UNION

By: *Greg Williams*
(Its *Manager*)
Loan Administration

STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that *Greg Williams* whose name as *Loan Administration Manager* of the REDSTONE FEDERAL CREDIT UNION, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer/agent/authorized representative of said credit union, and with full authority, executed the same voluntarily, as an act of said credit union, acting in its capacity as such officer/agent/authorized representative as aforesaid.

GIVEN UNDER MY HAND and seal of office this, the *14th* day of July, 2016.

Heather S. Miller
Notary Public
My commission expires: *7-17-2018*

This Instrument Prepared By:
William C. Brown
ENGEL HAIRSTON & JOHANSON, P.C.
P.O. Box 11405,
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(205) 328-4600

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