

This Instrument was prepared by:  
Clayton T. Sweeney, Attorney  
2700 Highway 280 East, Suite 160  
Birmingham, AL 35223

STATE OF ALABAMA )

Loan #: 10001385-266

COUNTY OF SHELBY )

### PARTIAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, That for value received, the undersigned, **COMPASS BANK**, an Alabama banking corporation, does hereby release the hereinafter particularly described property from the lien of those certain mortgage(s) executed by **Chelsea Park Lands, Ltd.** to **Compass Bank** dated August 1, 2005 in the original principal amount of \$6,500,000.00, filed for record in Instrument No. 20050826000442250 and amended and reaffirmed in Instrument No. 20100413000112900; and modified in Instrument No. 20110915000274060; Subordination and Intercreditor Agreement as recorded in Instrument No. 20111229000396040 and Amendment to Subordination Agreement as recorded in Instrument No. 20150710000234310; Second Amendment to Subordination and Intercreditor Agreement as recorded in Instrument 20160202000034350; and for said consideration, the receipt of which is hereby acknowledged, the undersigned does hereby remise, release, all of its right, title and interest of the undersigned in and to the following described property located in SHELBY COUNTY, STATE OF ALABAMA, to wit:

Lot 11-26, according to the Survey of Chelsea Park, 11th Sector, as recorded in Map Book 37, Page 95, in the Office of the Judge of Probate of Shelby County, Alabama.

Together with the nonexclusive easement to use the Common Areas as more particularly described in Declaration of Easements and Master Protective Covenants of Chelsea Park, a Residential Subdivision, filed for record as Instrument No. 20041014000566950 in the Probate Office of Shelby County, Alabama and Declaration of Covenants, Conditions and Restrictions for Chelsea Park 11<sup>th</sup> Sector, filed for record as Instrument No. 20070831000411450, (which, together with all Amendments thereto, are hereinafter collectively referred to as the "Declaration").


But it is expressly understood and agreed that this release shall in no wise, and to no extent whatever, affect the lien of said mortgage as to the remainder of the property described in and secured by said mortgage. The undersigned is now the owner of said mortgage and all of the unpaid notes secured thereby.



20170406000117150 1/2 \$23.00  
Shelby Cnty Judge of Probate, AL  
04/06/2017 12:53:25 PM FILED/CERT

IN WITNESS WHEREOF, Albert M. Watson, whose name as VICE PRESIDENT of COMPASS BANK, has caused this instrument to be executed on this 31<sup>st</sup> day of March, 2017.

COMPASS BANK

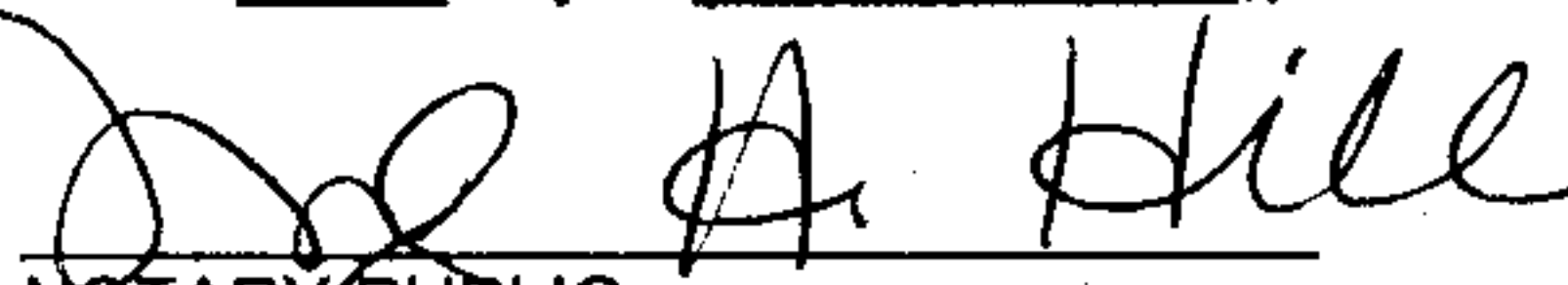
By:   
Albert M. Watson  
Its: VICE PRESIDENT

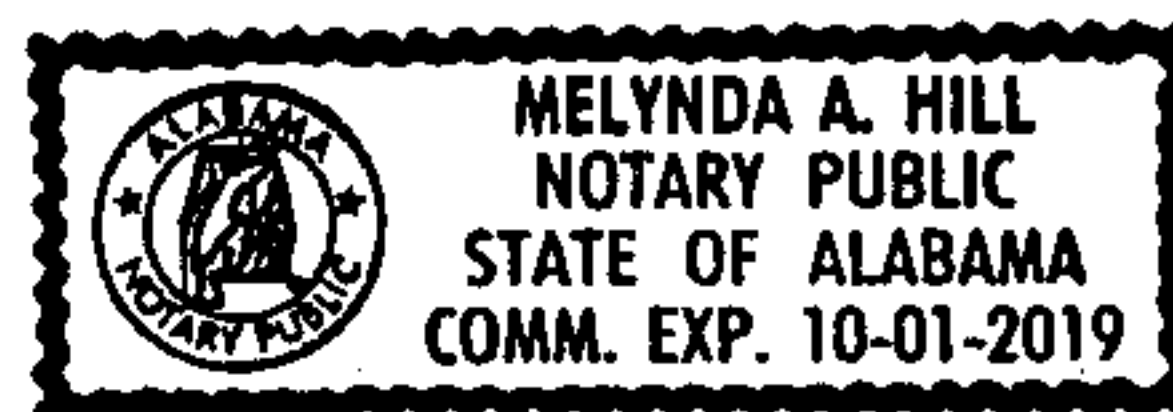
STATE OF ALABAMA )  
JEFFERSON COUNTY)


I, the undersigned authority, in and for said County in said State, hereby certify that ALBERT M. WATSON, whose name as VICE PRESIDENT of COMPASS Bank, an Alabama banking corporation, 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 the instrument, he/she, as such officer and with full authority, executed the same voluntarily, for and as the act of said state banking corporation.

Given under my hand and official seal of office this 31<sup>st</sup> day of March, 2016.

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NOTARY PUBLIC  
My Commission Expires:



  
20170406000117150 2/2 \$23.00  
Shelby Cnty Judge of Probate, AL  
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