

#4100033276  
Prepared by/ return to:  
Barbara Asplin  
Valley National Bank  
P.O. Box 17540  
Clearwater, Florida 33762

STATE OF ALABAMA  
SHELBY COUNTY

## PARTIAL RELEASE OF MORTGAGE

### KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, GIBSON & ANDERSON CONSTRUCTION, INC. an Alabama Corporation; hereinafter called Mortgagors by Construction Future Advance Mortgage dated November 1, 2108 recorded November 8, 2018, Instrument #20181108000396700; as recorded at the Judge of Probate, Shelby County, Alabama, granted and conveyed unto Valley National Bank as successor in interest to USAmeriBank, and assigns, the premises therein particularly described to secure the indebtedness thereon.

AND WHEREAS, the said Mortgagors have requested the said Valley National Bank, 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 Valley National Bank, 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:

Address: 443 OXFORD WAY, PELHAM, AL 35124

Lot 2618, according to the Survey of Weatherly Highlands, The Ledges-Sector 26 Phase 1, as recorded in Map Book 26, Page 145, in the Probate Office of SHELBY County, ALABAMA.

Together with certain rights and benefits under the Declaration of Protective Covenants for Weatherly Highlands, the Ledges-Sector 26-Phase 1 dated May 4, 2000 and filed of record as Inst. No. 2000-14750, in the Probate Office of Shelby County, Alabama, including, without limitations, the rights and benefits of the insured as successor in interest to Weatherly Partners, L.L.C. under the Covenants.

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 Valley National Bank 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 20<sup>th</sup> day of June, 2019.

Signed, Sealed and delivered in the presence of:

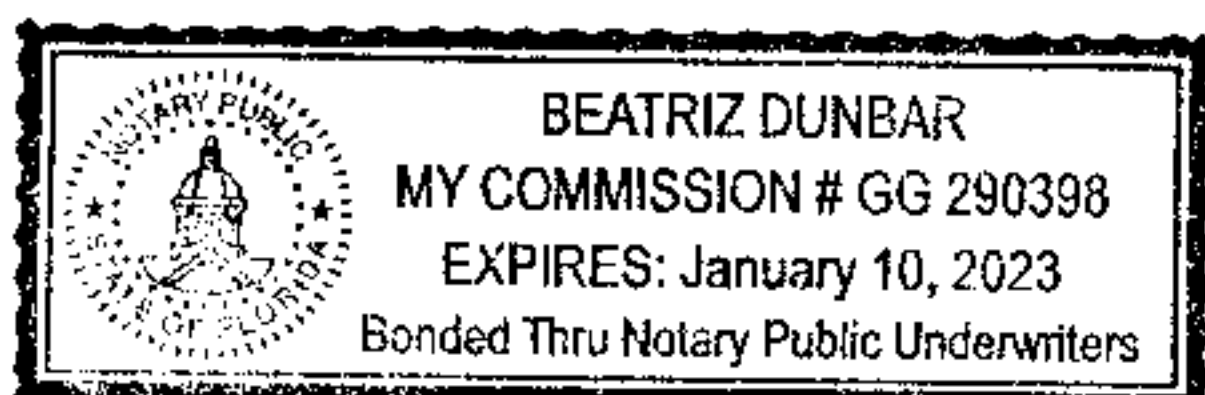
Valley National Bank

Witness: Barbara Asplin  
Witness: Angela Dorissen

By: Quyen Tran  
Quyen Tran, Vice President  
4790 140<sup>th</sup> Avenue N  
Clearwater, FL 33762

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 20th day of June, 2019, by, Quyen Tran, Vice President of Valley National Bank, on behalf of the bank, and who is personally known to me and did not take an oath.



Notary Public  
My Commission Expires

20190718000256030 1/1 \$15.00  
Shelby Cnty Judge of Probate, AL  
07/18/2019 09:47:04 AM FILED/CERT