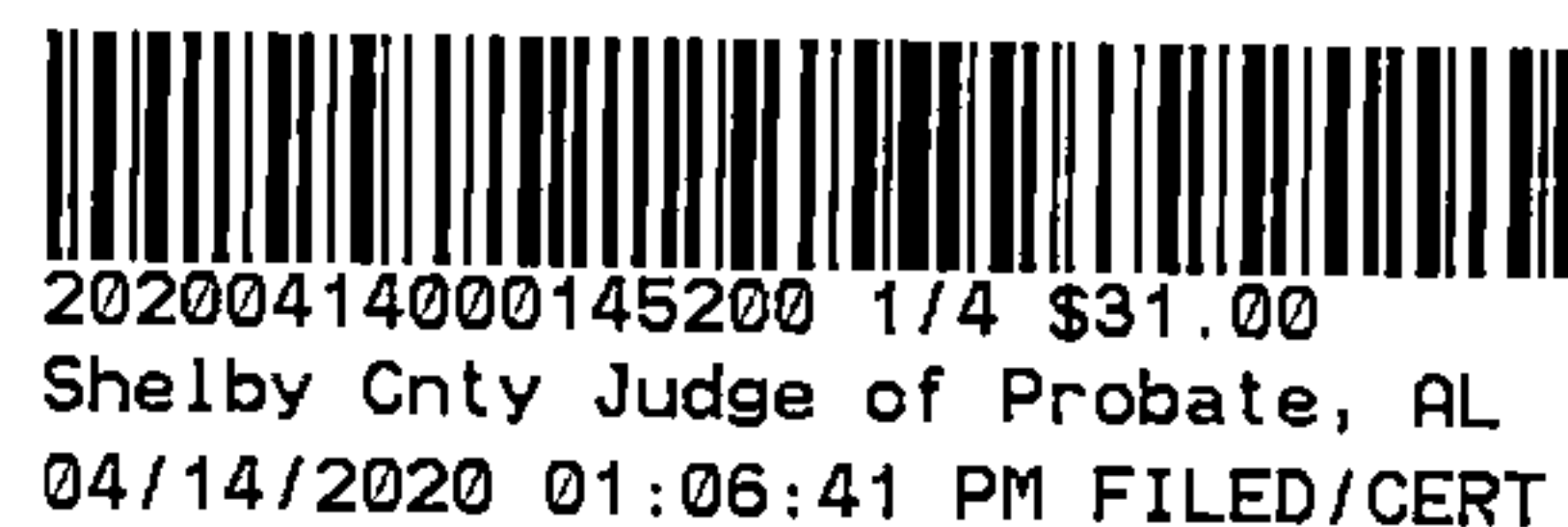


STATE OF ALABAMA)

COUNTY OF SHELBY)



PARTIAL RELEASE OF MORTGAGE AND SUBSTITUTION OF SECURITY

This Partial Release of Mortgage and Substitution of Security made this 10th day of April, 2020, by and between **William E. Nichols** (herein referred to as "Lender") and **Ridge Crest Homes, LLC, an Alabama limited liability company** (herein referred to as "Mortgagor") and **Embridge Homes, LLC, an Alabama limited liability company** (herein referred to as "Mortgagor/Accommodation Mortgagor").

WHEREAS, Mortgagor is the fee simple owner of Lot 324, according to the Final Plat of the Mixed Use Subdivision of Lake Wilborn Phase 3, as recorded in Map Book 49, Page 97 A & B, in the Office of the Judge of Probate of Shelby County, Alabama; (hereinafter referred to as Lot 324, Lake Wilborn) and

WHEREAS, Lender holds a Mortgage made by Mortgagor as recorded in Instrument No. 20200116000022340, in the Probate Office of Shelby County, Alabama (herein the "Mortgage") securing a Note executed by Ridge Crest Homes, LLC, which Mortgage encumbers in a first lien status on Lot 324 Lake Wilborn, together with other property, (hereinafter the "Other property").

WHEREAS, Mortgagor is desirous of conveying Lot 324, Lake Wilborn, free and clear of the Mortgage and substituting in place of Lot 324, Lake Wilborn, that property described as follows:

Lot 488, according to the Final Plat of the Subdivision of Lake Wilborn Phase 4B, as recorded in Map Book 50, Page 76, in the Office of the Judge of Probate of Shelby County, Alabama; (Hereinafter referred to as Lot 488 Lake Wilborn).

WHEREAS, Lender has agreed to release Lot 324, Lake Wilborn, from the Mortgage, so long as the Note and Mortgage apply to Lot 488, Lake Wilborn and the Other property in a first lien status.

NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein and the sum of Ten Dollars and other good and valuable consideration in hand paid by Mortgagor to Lender, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Lender releases from the Mortgage, Lot 324, according to the Final Plat of the Mixed Use Subdivision of Lake Wilborn Phase 3, as recorded in Map Book 49, Page 97 A & B, in the Office of the Judge of Probate of Shelby County, Alabama.
2. In consideration of the Note and in order to secure the same, any other indebtedness or obligation of Mortgagor to Lender, whether as principal debtor, endorser, guarantor or otherwise, whether now existing or hereafter incurred, Mortgagor and Owner grant, bargain, sell and convey to Lender under the exact terms, and intending to be made a part of the Mortgage recorded in Instrument No. 20200116000022340, in the Probate Office of Shelby County, Alabama, the following described property: Lot 488, according to the Final Plat of Subdivision of Lake Wilborn Phase 4B, as recorded in Map Book 50, Page 76, in the Office of the Judge of Probate of Shelby County, Alabama..

TO HAVE AND TO HOLD, together with all and singular the rights, tenants, hereditaments and appurtenances thereunto belonging or in anyway appertaining, unto the Lender, its successors or assigns, in fee simple, upon the exact terms and conditions of the

CLAYTON T. SWEENEY, ATTORNEY AT LAW

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Mortgage and Note. And Mortgagor, for itself, its successors and assigns, does hereby covenant with Lender that it is lawfully seized in fee simple of Lot 488 Lake Wilborn and that it has a good right to sell and convey the same and that Lot 488 Lake Wilborn is free from encumbrances; and that it warrants and will forever defend the title to Lot 488 Lake Wilborn, against the lawful claims and demands of all persons whomsoever.

3. The parties acknowledge that the express purpose of this document is to simply substitute Lot 488, Lake Wilborn, as the same relate to the Mortgage, the Note and hereafter, the Mortgage and Note shall not apply to Lot 324, Lake Wilborn, but shall apply to Lot 488, Lake Wilborn (together with the Other Property) and further that all terms and conditions and provisions of the Mortgage as originally written or amended and the Note as originally written or amended shall, (in addition to applying to the Other Property) apply to Lot 488, Lake Wilborn.

4. Except for the Partial Release and Substitution of Security set forth herein, the Mortgage and the Note shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal this the 9th day of April, 2020.



20200414000145200 2/4 \$31.00
Shelby Cnty Judge of Probate, AL
04/14/2020 01:06:41 PM FILED/CERT


Signatures on following pages

MORTGAGOR/ACCOMMODATION MORTGAGOR:
Embridge Homes, LLC
an Alabama limited liability company

By: _____

William David Brady
Its: Manager

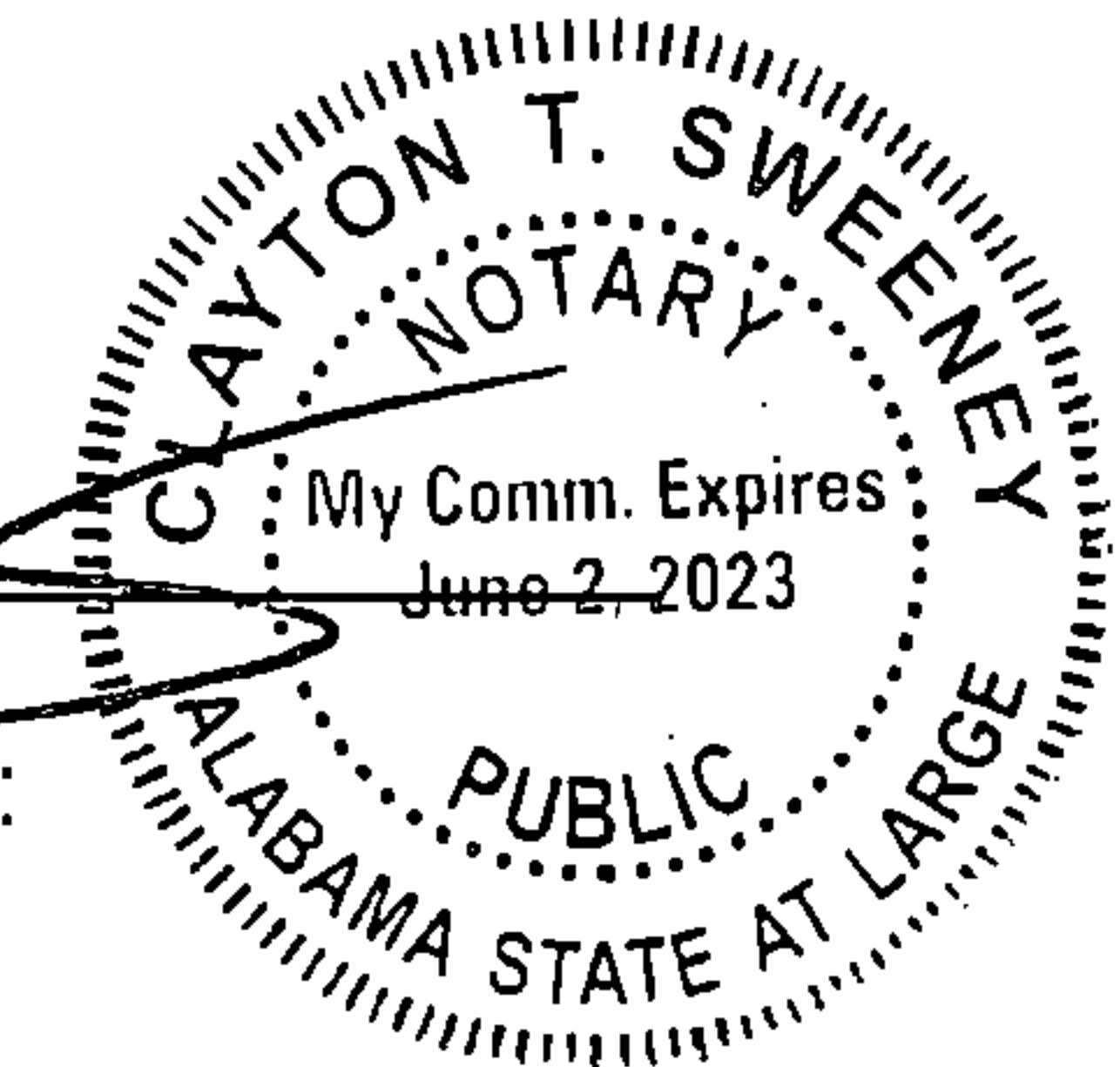
STATE OF ALABAMA)
JEFFERSON COUNTY)


20200414000145200 3/4 \$31.00
Shelby Cnty Judge of Probate, AL
04/14/2020 01:06:41 PM FILED/CERT

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that William David Brady, whose name as Manager of Embridge Homes, LLC, an Alabama limited liability company, 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 as such manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal this the 9th day of April, 2020.

Notary Public
My Commission Expires:



MORTGAGOR:
Ridge Crest Homes, LLC
an Alabama limited liability company

By: _____

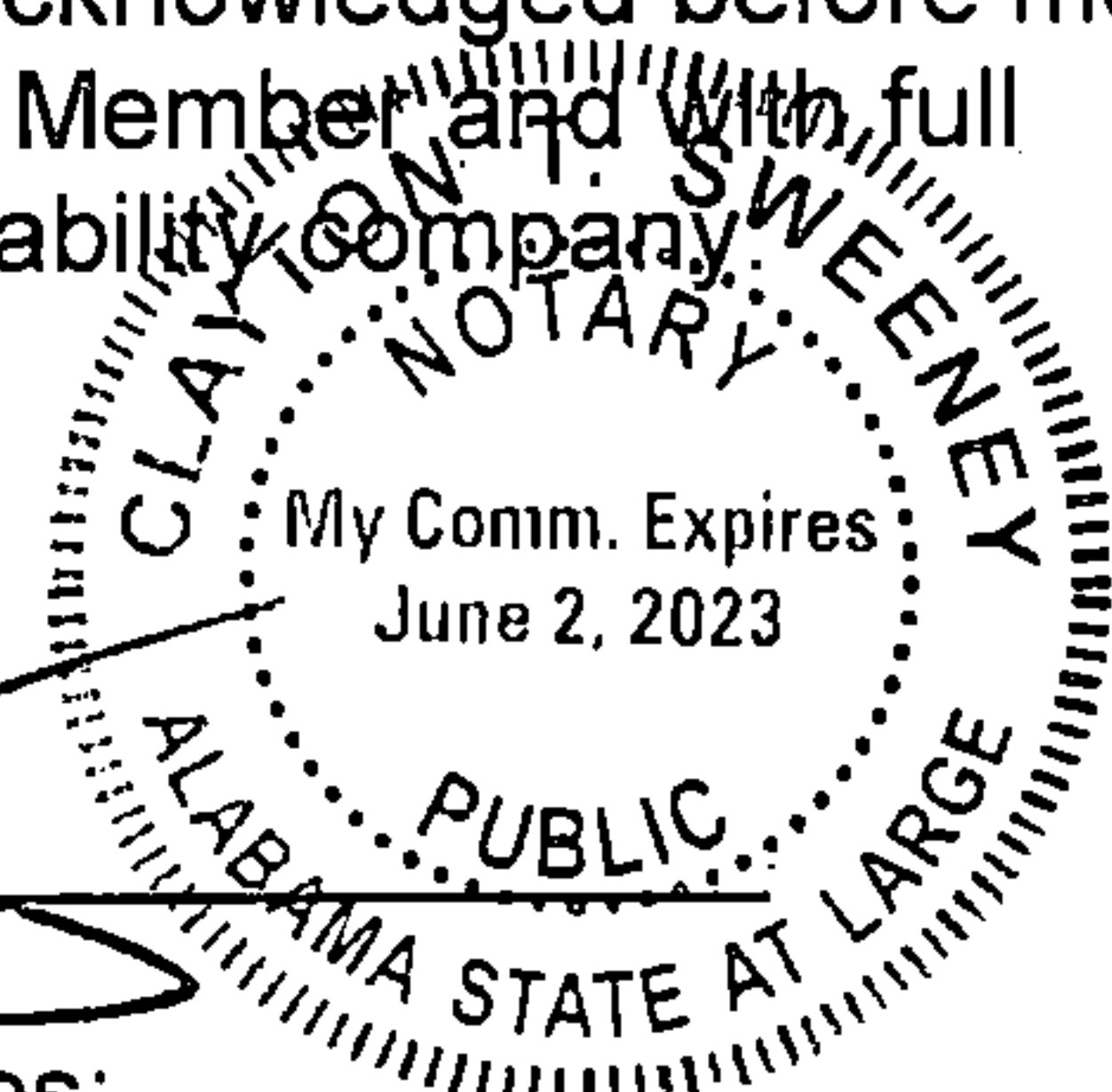
William David Brady
Its: Member

STATE OF ALABAMA)
JEFFERSON COUNTY)


I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that William David Brady, whose name as Member of Ridge Crest Homes, LLC, an Alabama limited liability company, 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 as such Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal this the 9th day of April, 2020.


Notary Public
My Commission Expires:



LENDER:


William E. Nichols

STATE OF ALABAMA)
JEFFERSON COUNTY)


20200414000145200 4/4 \$31.00
Shelby Cnty Judge of Probate, AL
04/14/2020 01:06:41 PM FILED/CERT

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that William E. Nichols, whose name 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 executed the same voluntarily on the day the same bears date,

Given under my hand and seal this 10th day of April, 2020


Notary Public
My Commission Expires:

