This Instrument was prepared by Clayton T Sweeney, Attorney 2700 Highway 280 East, Suite 160 Birmingham, AL 35223 20220203000049650 1/1 \$23 00 Shelby Cnty Judge of Probate, AL 02/03/2022 11 35 04 AM FILED/CERT

STATE OF ALABAMA COUNTY OF SHELBY

## PARTIAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, That for value received, the undersigned, **BRYANT BANK**, an Alabama banking corporation, does hereby release the hereinafter particularly described property from the lien of that certain Mortgage executed by CHELSEA PARK HOLDING, LLC, an Alabama limited liability company, dated on May 26, 2021 in the amount of \$2,313,677 00 filed for record on May 27, 2021, in Instrument 20210527000261750, and Amendment to Mortgage and Security Agreement recorded in Instrument 20211229000611310, for an amended mortgage amount in the amount of \$3,362,325 00, in the Probate Office of Shelby County, Alabama The undersigned, BRYANT BANK, does hereby release the hereinafter particularly described property from the lien of that certain Mortgage and Subordination Agreement, 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 12-12, according to the Survey of Chelsea Park, Twelfth Sector, Phase Two, as recorded in Map Book 53, Page 52, 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, executed by the Grantor and file for record as Instrument No 20041014000566950 in the Probate Office of Shelby County, Alabama and Declaration of Covenants, Conditions and Restrictions for Chelsea Park 12th Sector executed by Grantor and Chelsea Park Residential Association, Inc, and recorded as Instrument No 20200324000116900 (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 whatsoever, 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

IN WITNESS WHEREOF, Randall W. Jordan, whose name as Market President of BRYANT

BANK, an Alabama banking corporation, has caused this instrument to be executed on this 19th day of January, 2022



## State of Alabama County of Jefferson

I, the undersigned authority, in and for said County in said State, hereby certify that **Randall W** Jordan, whose name as Market President of BRYANT BANK, an Alabama state 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, as such officer and with full authority, executed the same voluntarily, for and as the act of said corporation

Given under my hand and official seal of office this day of January, 2022

CLAYTON T. SWEENEY. JE PRISE <u>nome</u> **NOTARY PUBLIC** My Commission Expires #0122011