STATE OF ALABAMA COUNTY OF SHELBY

Loan# 20442881

## PARTIAL RELEASE OF PROPERTY FROM MORTGAGE

For and in consideration of the sum of TEN AND 00/100 Dollars and the other good and valuable consideration cash in hand paid by Riverfront 1432, LLC (Assumptor of debt of PenEddie, LLC) to **Bank Independent, an Alabama Banking corporation, Mortgagee**, by receipt of which is hereby acknowledged, Mortgagee has and does by these presents **RELEASE** the following tract of land from that certain Future Advance Mortgage dated 06/12/09 from Penman Russellville, LLC, PenEddie, LLC and PenBluffs, LLC to Bank Independent, in the amount of \$1,360,600.00, filed for record 06/18/09 recorded in Instrument 20090618000235390 and modified to add additional property by instrument recorded in Instrument 20101006000331400, in the Probate Office of Shelby County, Alabama to-wit:

Willow Plaza, 7895 Highway 119, Unit 3, Alabaster, Alabama 35007:
Beginning at the Northeast corner of Lot 1, Block 1, of Willow Glen Subdivision, as recorded in Map Book 7, page 101, in the Probate Office of Shelby County, Alabama and run thence North 90°00'00" East along the North line of Open Space 'A' and the South line of Meadowlark Place, a public street, a distance of 130.08 feet to a corner and the Point of Beginning of the property being described; thence continue last described course a distance of 240.32 feet to the P.C. of a curb return to the right having a central angle of 90°00'00" and a radius of 35.0 feet; thence run along the arc of said curve an arc distance of 50.26 feet to the P.T. of said curve and on a curve to the left having a central angle of 05°11'35" and a radius of 2,125.19 feet; thence run along the arc of said curve an arc distance of 192.62 feet to a corner; thence run North 89°57'22" West a distance of 309.67 feet to a corner; thence run North 00°02'27" East a distance of 219.49 feet to the Point of Beginning.

Less and except any portion of subject property lying within a road right of way.

It is expressly understood and agreed that this partial release shall not in any manner affect the lien, operation and effect of the said mortgage as to any of the property therein described other than the property herein above expressly described and released.

It is also expressly understood that the debt secured by said herein referenced Future Advance Mortgage is hereby closed as to any future advances.

IN WITNESS WHEREOF, the undersigned has set his hand and seal on this the 14<sup>th</sup> day of March, 2022.

Bank Independent

ITS: Vice President

STATE OF ALABAMA
COUNTY OF FRANKLIN

## 20220330000128340 03/30/2022 08:16:05 AM PARTREL 2/2

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Marilyn Mayfield, whose name as Vice President of Bank Independent, an Alabama banking corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, 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 seal this the 14th day March of 2022.

My Commission Expires 4/30/2025

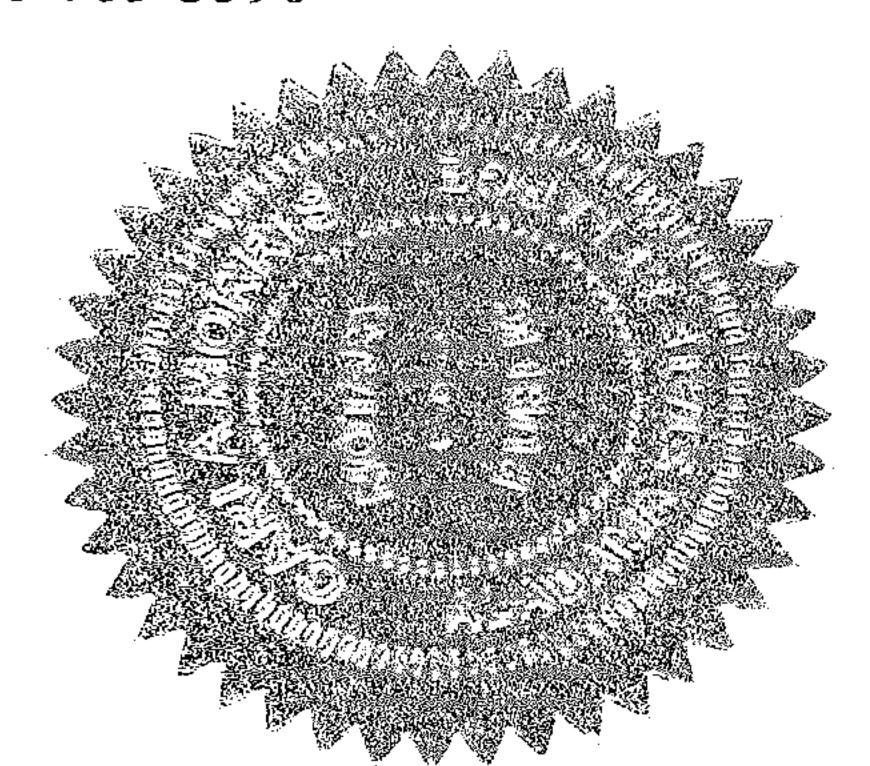
Notary Public

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My Commission Expires:

This Instrument Prepared By:

E. V. Mauldin Attorney At Law ● P.O. Box 5000 ● Sheffield, AL 35660 ● 256-765-3590





Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/30/2022 08:16:05 AM
\$26.00 BRITTANI

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