

20220621000247840
06/21/2022 01:16:36 PM
PARTREL 1/3

This instrument prepared by:
Shannon R. Crull, P.C.
3009 Firefighter Lane
Birmingham, AL 35209

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

PARTIAL RELEASE FROM NON-ENCUMBRANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that effective as of June 7, 2022, the undersigned, **FIRST COMMERCIAL BANK**, a division of Synovus Bank, a Georgia State Banking Corporation (together with its successors or assigns, the “**Bank**”), is the owner and holder of the indebtedness advanced to **SPARTAN VALUE INVESTORS, LLC**, an Alabama limited liability company, and **SPARTAN INVEST, LLC**, an Alabama limited liability company (individually and collectively, the “**Borrower**”) which is secured by, among other things, Non-Encumbrance Agreement dated as of June 21, 2018, delivered by Borrower in favor of Bank and recorded on March 31, 2022, with the Probate Court of Shelby County, Alabama, as Instrument Number 20220331000132060 (as amended, collectively, the “**Non-Encumbrance Agreement**”).

By execution of this Partial Release, Bank does hereby release the real property described in **Exhibit A** attached hereto and incorporated herein by this reference, from the lien of the Non-Encumbrance Agreement. The foregoing Partial Release is being given by Bank in order to facilitate Borrower’s lien-free sale and transfer of the property described in **Exhibit A**, but shall not otherwise be deemed to alter, diminish, extinguish or satisfy the indebtedness of Borrower or any other party to Bank.

Except as expressly set forth above, the Non-Encumbrance Agreement and all other Loan Documents (as defined in the Non-Encumbrance Agreement) shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal effective as of the date first set forth above.

FIRST COMMERCIAL BANK,
a division of Synovus Bank, a Georgia State Banking Corporation

By: *Michael W. Crane*

Name: *Michael W. Crane*

Its: *SVP*

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, *Danelle Jennings Lankford*, the undersigned Notary Public in and for said County, in said State, hereby certify that *Michael Crane*, whose name as *Senior Vice President* of First Commercial Bank, a division of Synovus Bank, a Georgia State Banking Corporation, is signed to the foregoing agreement, 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 for and as the act of said state banking association.

Given under my hand and official seal this *7* day of *June*, 2022.

Danelle Jennings Lankford
Notary Public

[AFFIX SEAL]

My commission expires: *6/6/2025*

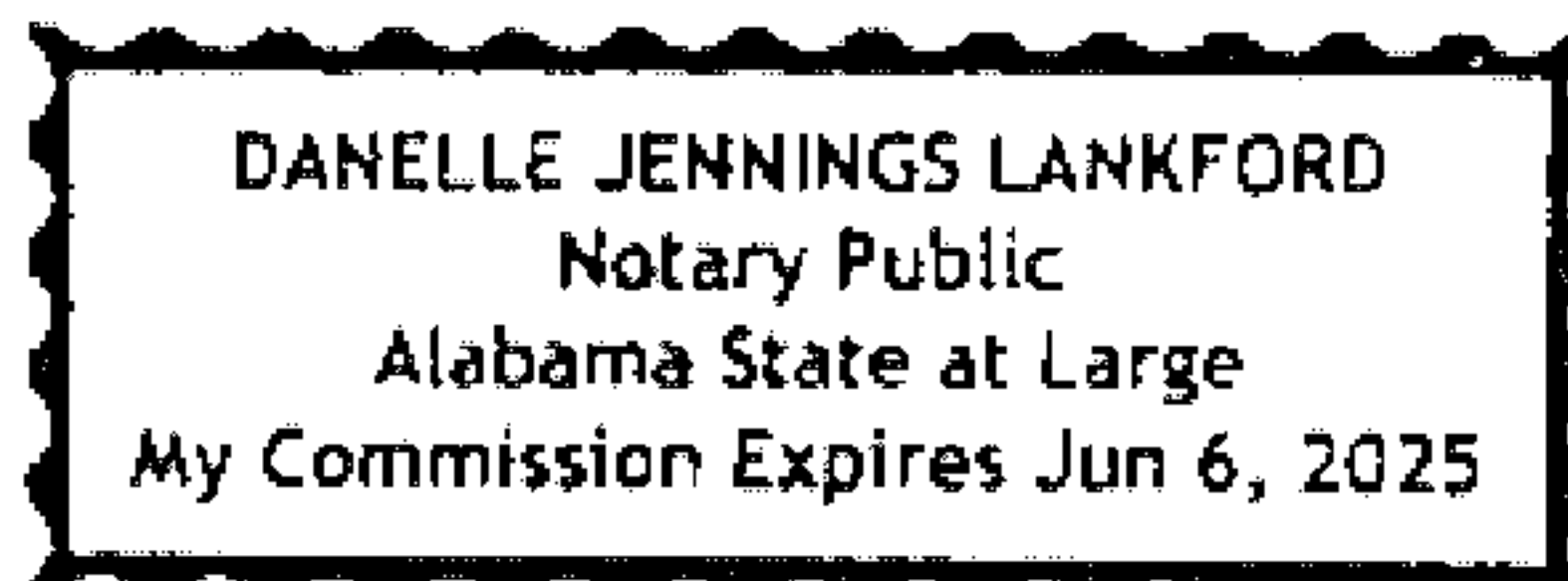


EXHIBIT A

LEGAL DESCRIPTION

Lots 9 and 10 Block 96, of Dunstan's Map of Calera as recorded in Map Book 1 Page 1 as recorded in the Office of the Judge of Probate of Shelby County, Alabama and being more particularly described as follows:

Begin at the intersection of 16th Street and 2nd Avenue, both having an 80 foot right of way, said point also being the NW corner of Lot 9 of the above-mentioned Block 96, being the Point of Beginning; thence South 87 degrees 42 minutes 50 seconds East and along said 2nd Avenue right of way line, a distance of 150.00 feet; thence South 00 degrees 30 minutes 38 seconds and leaving said right of way line, a distance of 100.00 feet; thence North 88 degrees 20 minutes 25 seconds West, a distance of 151.08 feet to a point on above said 16th Street; thence North 00 degrees 00 minutes 00 seconds East and along said right of way line, a distance of 98.34 feet to the Point of Beginning;

All as shown on the Zebariah Scott Lee Boundary Survey as recorded in Map Book 35, Page 61, in the Office of the Judge of Probate of Shelby County, Alabama.

ADDRESS

211 16th St, Calera, AL 35040-6342



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
06/21/2022 01:16:36 PM
\$28.00 JOANN
20220621000247840

Allen S. Bayl