

County Division Code: AL039 Inst. # 2023065229 Pages: 1 of 4 I certify this instrument filed on: 7/13/2023 7:47 AM
Doc: RMP Judge of Probate Jefferson County, AL Rec: \$16.00
Clerk: KKBESS

STATE OF ALABAMA)

COUNTIES OF JEFFERSON & SHELBY)

PARTIAL RELEASE OF MORTGAGE AND SUBSTITUTION OF SECURITY

This Partial Release of Mortgage and Substitution of Security made this 28th day of June, 2023, 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 **LME PROPERTIES, LLC, an Alabama limited liability company** (herein referred to as "Mortgagor/Accommodation Mortgagor").

WHEREAS, Mortgagor is the fee simple owner of Lot 551, according to the Survey of the Preserve Phase XI, as recorded in Map Book 50, Page 99, in the Office of the Judge of Probate of Jefferson County, Alabama; (hereinafter referred to as Lot 551, Preserve) and

WHEREAS, Lender holds a Mortgage made by Mortgagor as recorded in Instrument No. 2021114953, in the Probate Office of Jefferson County, Alabama and in Instrument No. 20211020000510180, 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 551 Preserve, together with other property, (hereinafter the "Other property").

WHEREAS, Mortgagor is desirous of conveying Lot 551, Preserve, free and clear of the Mortgage and substituting in place of Lot 551 Preserve, that property described as follows:

Lot 2102, according to the Survey of Highland Lakes, 21st Sector, Phase I & II, an Eddleman Community, as recorded in Map Book 30, Pages 6 A & B, in the Probate Office of Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 and amended in Instrument #1996-17543 and further amended in Instrument # 1999-31095 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 21st Sector, Phase I & II, recorded as Instrument No. 20020716000332740 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration"); (**Hereinafter referred to as Lot 2102 Highland Lakes**).

WHEREAS, Lender has agreed to release Lot 551, Preserve, from the Mortgage, so long as the Note and Mortgage apply to Lot 2102 Highland Lakes 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 551, according to the Survey of the Preserve Phase XI, as recorded in Map Book 50, Page 99, in the Office of the Judge of Probate of Jefferson 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,

County Division Code: AL039 Inst. # 2023065229 Pages: 2 of 4

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 2102, according to the Survey of Highland Lakes, 21st Sector, Phase I & II, an Eddleman Community, as recorded in Map Book 30, Pages 6 A & B, in the Probate Office of Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 and amended in Instrument #1996-17543 and further amended in Instrument # 1999-31095 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 21st Sector, Phase I & II, recorded as Instrument No. 20020716000332740 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration")

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 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 2102 Highland Lakes and that it has a good right to sell and convey the same and that Lot 2102 Highland Lakes is free from encumbrances; and that it warrants and will forever defend the title to Lot 2102 Highland Lakes, 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 2102 Highland Lakes, as the same relate to the Mortgage, the Note and hereafter, the Mortgage and Note shall not apply to Lot 511 Preserve, but shall apply to Lot 2102 Highland Lakes (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 2102 Highland Lakes.

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.

Signatures on following pages

County Division Code: AL039 Inst. # 2023065229 Pages: 3 of 4

the 28th **IN WITNESS WHEREOF**, the parties have hereunto set their hand and seal this day of June, 2023.

MORTGAGOR/ACCOMMODATION MORTGAGOR:
LME PROPERTIES, LLC
an Alabama limited liability company

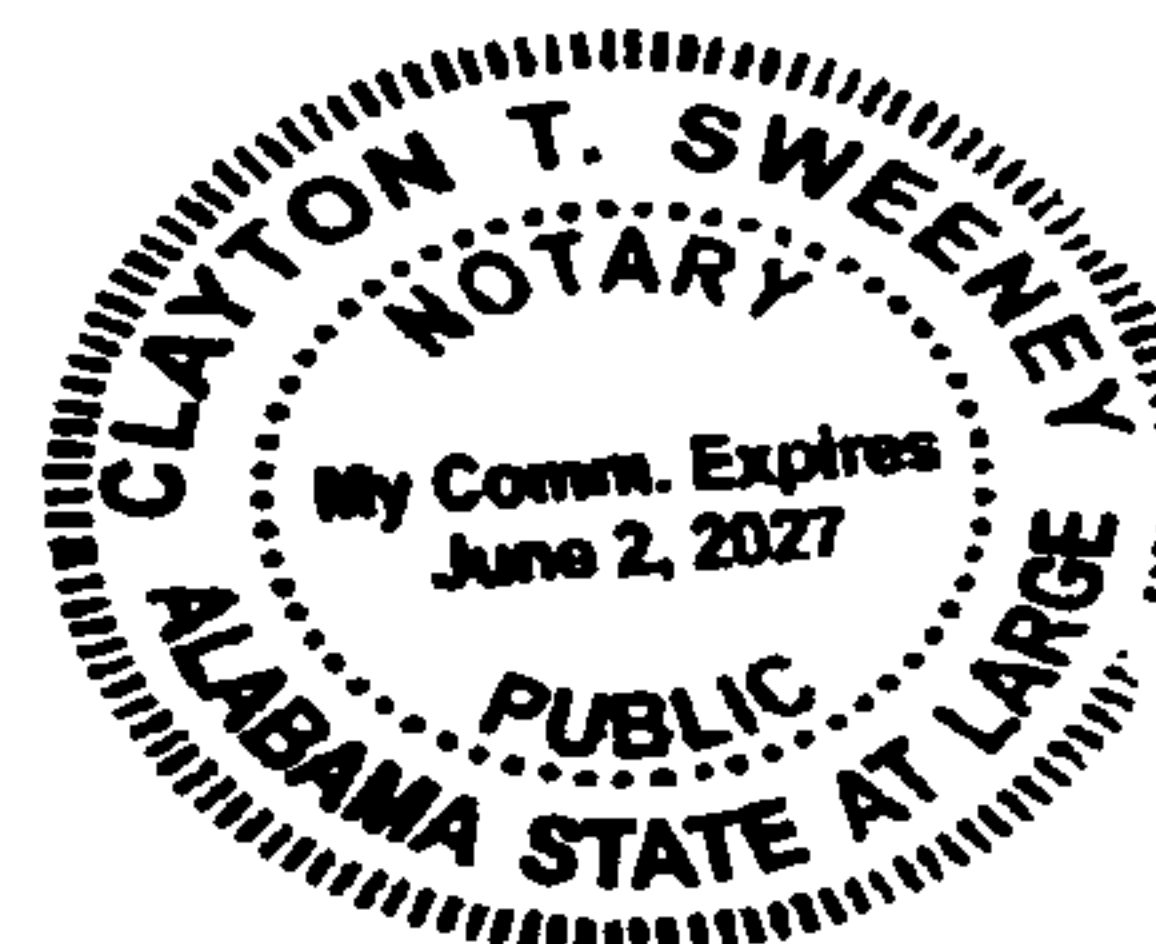
By: 
William David Brady
Its: Manager

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 Manager of LME Properties, 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 28th day of June, 2023.


Notary Public
My Commission Expires: 6-2-2027





Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 07/13/2023 09:59:44 AM
 \$31.00 PAYGE
 20230713000209040

Allen S. Bayl

County Division Code: AL039 Inst. # 2023065229 Pages: 4 of 4

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

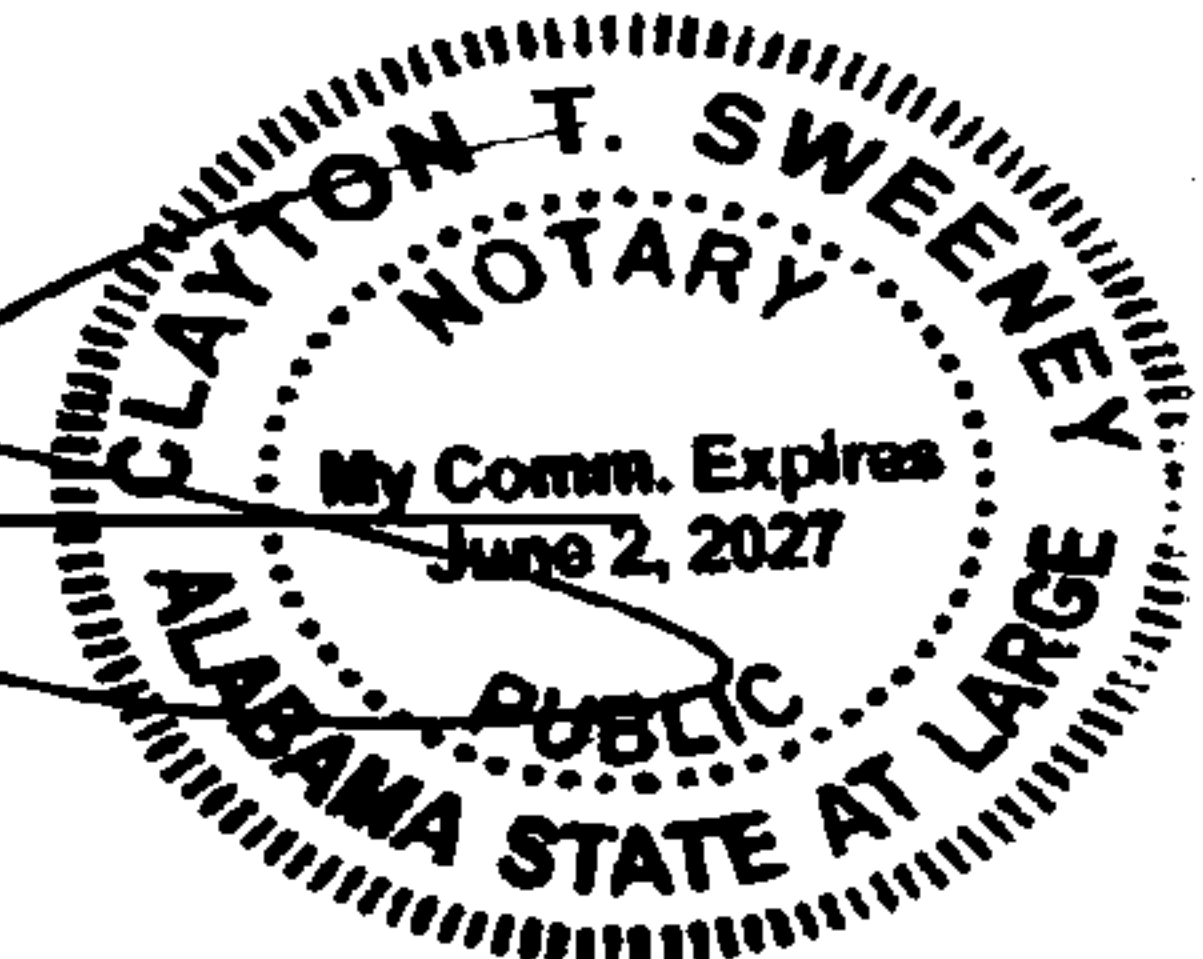
By: 
 William David Brady
 Its: Member

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 28th day of June, 2023.


 Notary Public
 My Commission Expires:



LENDER:


 William E. Nichols

STATE OF ALABAMA)
 JEFFERSON COUNTY)

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 12th day of July, 2023


 Notary Public
 My Commission Expires: 6

