

This instrument prepared by:
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1819 Fifth Avenue North
Birmingham, Alabama 35203-2104

STATE OF ALABAMA)	Cross Reference:	Instrument No. 20110314000082470
	:		Instrument No. 20150205000039400
SHELBY COUNTY)		

**PARTIAL RELEASE OF MORTGAGE AND SECURITY AGREEMENT
AND
CROSS COLLATERALIZATION AND CROSS DEFAULT AGREEMENT AND
AMENDMENT TO MORTGAGES**

This **PARTIAL RELEASE OF MORTGAGE AND SECURITY AGREEMENT AND CROSS COLLATERALIZATION AND CROSS DEFAULT AGREEMENT AND AMENDMENT TO MORTGAGES** (this "Instrument") is executed and delivered on this 23rd day of January, 2024 by **BRYANT BANK**, an Alabama state banking corporation ("Lender"), to **TIMBERLINE INVESTMENTS, LLC**, an Alabama limited liability company ("Borrower").

KNOW ALL PERSONS BY THESE PRESENTS, that for good and valuable consideration, receipt of which is hereby acknowledged, the undersigned Lender does hereby release and discharge the real estate described on Exhibit A hereto (the "Property") from the lien and operation of (i) that certain Mortgage and Security Agreement, dated March 11, 2011, executed and delivered by Borrower, and recorded in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office") as Instrument No. 20110314000082470 (the "Mortgage"), and (ii) that certain Cross Collateralization and Cross Default Agreement and Amendment to Mortgages dated February 2, 2015, by and among Lender, Borrower, Timberline Development, LLC, an Alabama limited liability company, TL Development, LLC, an Alabama limited liability company, D & D Properties, Inc., an Alabama corporation, Shelby Springs, LLC, an Alabama limited liability company, Wild Timber Investments 25, LLC, an Alabama limited liability company, and Wild Timber Investments 5, LLC, an Alabama limited liability company, and recorded in the Probate Office as Instrument No. 20150205000039400 (the "Cross Collateralization").

It is understood and agreed, however, that the execution and delivery of this Instrument shall in no wise operate to release or impair the lien or security of the Mortgage or the Cross Collateralization upon the property remaining subject thereto.

IN WITNESS WHEREOF, the undersigned has caused its duly authorized officer to execute this instrument as of the date above first written.

LENDER:

BRYANT BANK,
an Alabama state banking corporation

By: [Signature]
Name: Jeremy W. Tuggle
Its: City President

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Jeremy Tuggle as the City President for **BRYANT BANK**, an Alabama state banking corporation, whose name 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 said conveyance, s/he has executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal this the 23rd day of January, 2024.

[Signature]
Notary Public

[NOTARIAL SEAL]

My commission expires _____

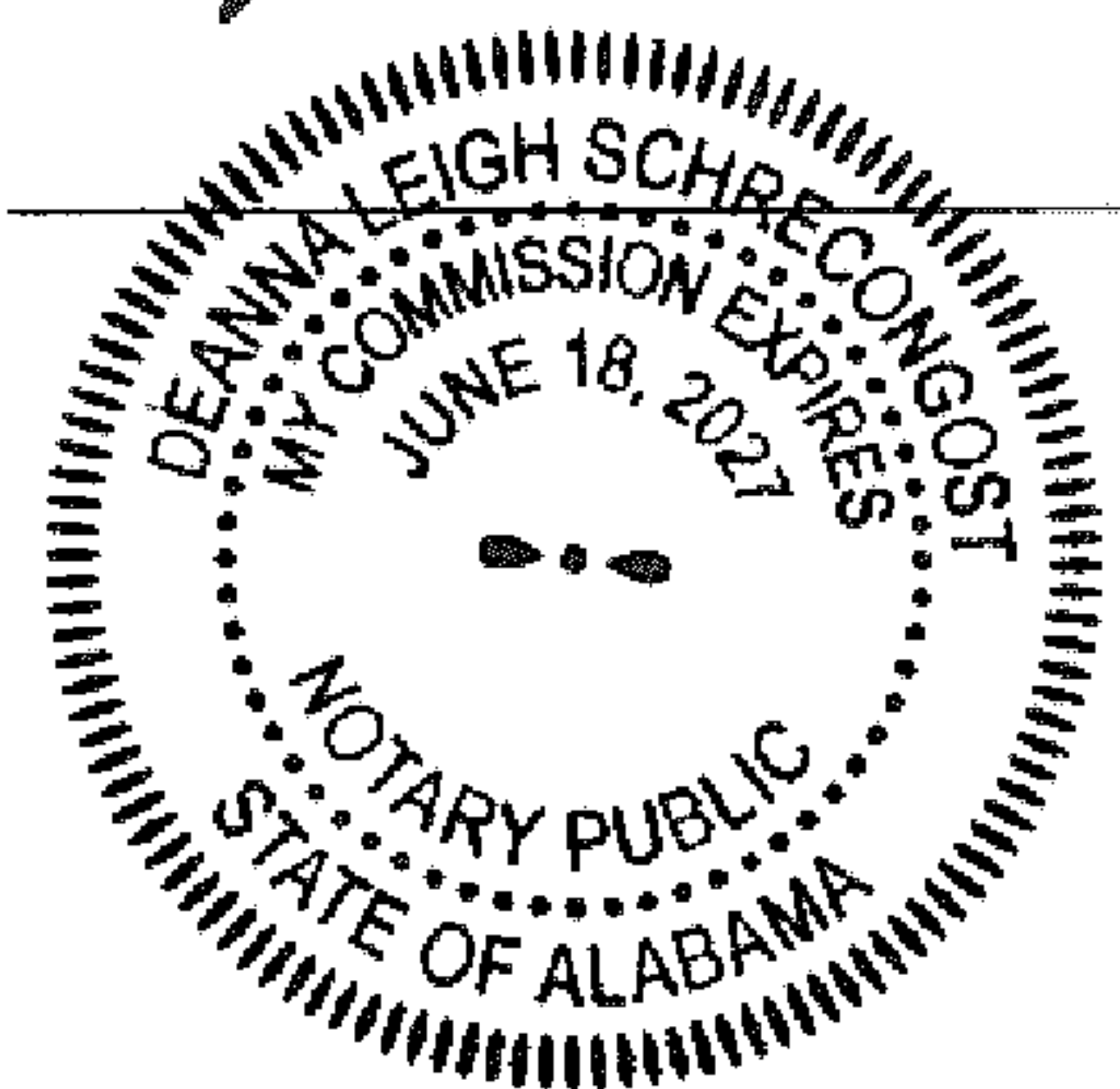


Exhibit A

Legal description of the Property

POINT OF COMMENCEMENT

NE Corner NW 1/4 SW 1/4 Section 6 Township 24 North Range 14 East Shelby County AL

thence proceed S 01° 07' 43" E a distance of 965.59 feet to a 1" open top pipe;

thence proceed S 01° 07' 43" E a distance of 72.90 feet to a 1/2" rebar;

thence proceed S 02° 03' 12" E a distance of 247.73 feet to a point; said point being the POINT OF BEGINNING.

From the POINT OF BEGINNING

thence proceed S 02° 03' 12" E a distance of 89.71 feet to a 1/2" rebar;

thence proceed S 01° 43' 00" E a distance of 81.33 feet to a point;

thence proceed S 01° 31' 14" E a distance of 71.78 feet to a point;

thence proceed S 01° 48' 37" E a distance of 60.00 feet to a point;

thence proceed S 01° 48' 37" E a distance of 60.00 feet to a point;

thence proceed S 01° 48' 37" E a distance of 60.00 feet to a point;

thence proceed S 02° 05' 29" E a distance of 74.09 feet to a point;

thence proceed S 01° 48' 37" E a distance of 33.97 feet to a point;

thence proceed S 35° 05' 30" W a distance of 100.86 feet to a point;

thence proceed S 54° 37' 27" W a distance of 65.48 feet to a point;

thence proceed S 74° 09' 25" W a distance of 65.48 feet to a point;

thence proceed N 86° 18' 38" W a distance of 65.48 feet to a point;

thence proceed N 66° 46' 40" W a distance of 65.48 feet to a point;

thence proceed N 87° 00' 14" W a distance of 37.11 feet to a point;

thence proceed N 77° 27' 00" W a distance of 125.13 feet to a point;

thence proceed N 69° 46' 38" W a distance of 28.41 feet to a point;

thence proceed N 64° 45' 18" W a distance of 36.83 feet to a point;

thence proceed N 47° 06' 29" W a distance of 29.41 feet to a point;

thence proceed N 45° 08' 42" W a distance of 119.94 feet to a point;

thence proceed N 89° 55' 17" W a distance of 69.15 feet to a point;

thence proceed N 85° 27' 07" W a distance of 36.05 feet to a point;

thence proceed N 82° 17' 53" W a distance of 36.05 feet to a point;

thence proceed N 79° 08' 39" W a distance of 36.05 feet to a point;

thence proceed N 75° 59' 25" W a distance of 36.05 feet to a point;

thence proceed N 72° 50' 11" W a distance of 36.05 feet to a point;

thence proceed N 69° 40' 57" W a distance of 36.05 feet to a point;

thence proceed N 66° 31' 43" W a distance of 36.05 feet to a point;

thence proceed N 63° 22' 29" W a distance of 36.05 feet to a point;

thence proceed N 60° 13' 15" W a distance of 36.05 feet to a point;

thence proceed N 57° 04' 01" W a distance of 36.05 feet to a point;

thence proceed N 54° 00' 51" W a distance of 33.74 feet to a point;

thence proceed N 50° 54' 42" W a distance of 37.59 feet to a point;

thence proceed N 49° 35' 14" W a distance of 324.48 feet to a point;

thence proceed S 41° 02' 03" W a distance of 86.95 feet to a point;

thence proceed N 49° 34' 25" W a distance of 436.51 feet to a point;

thence proceed N 01° 43' 43" W a distance of 535.03 feet to a point;

thence proceed N 75° 18' 27" E a distance of 62.40 feet to a point;

thence proceed N 13° 48' 34" W a distance of 87.24 feet to a point;
 thence proceed N 03° 41' 12" E a distance of 195.56 feet to a point;
 thence proceed N 86° 30' 53" W a distance of 53.65 feet to a point;
 thence proceed N 07° 37' 24" W a distance of 113.85 feet to a point;
 thence proceed N 13° 05' 10" E a distance of 69.38 feet to a point;
 thence proceed N 33° 47' 44" E a distance of 69.38 feet to a point;
 thence proceed N 54° 30' 17" E a distance of 69.38 feet to a point;
 thence proceed N 75° 12' 51" E a distance of 69.38 feet to a point;
 thence proceed S 84° 04' 36" E a distance of 109.88 feet to a point;
 thence proceed S 49° 36' 06" E a distance of 511.12 feet to a 1/2" rebar;
 thence proceed S 49° 43' 51" E a distance of 49.94 feet to a 1/2" rebar;
 thence proceed S 49° 35' 14" E a distance of 1168.50 feet to a point;
 thence proceed S 44° 28' 33" E a distance of 39.00 feet to a point;
 thence proceed S 40° 02' 46" E a distance of 38.99 feet to a point;
 thence proceed S 35° 08' 06" E a distance of 38.99 feet to a point;
 thence proceed S 30° 13' 26" E a distance of 38.99 feet to a point;
 thence proceed N 62° 13' 54" E a distance of 50.78 feet to
 the POINT OF BEGINNING, closing the 42.28 acre parcel.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/14/2024 01:38:39 PM
\$32.00 JOANN
20240214000037490

Allen S. Bayl