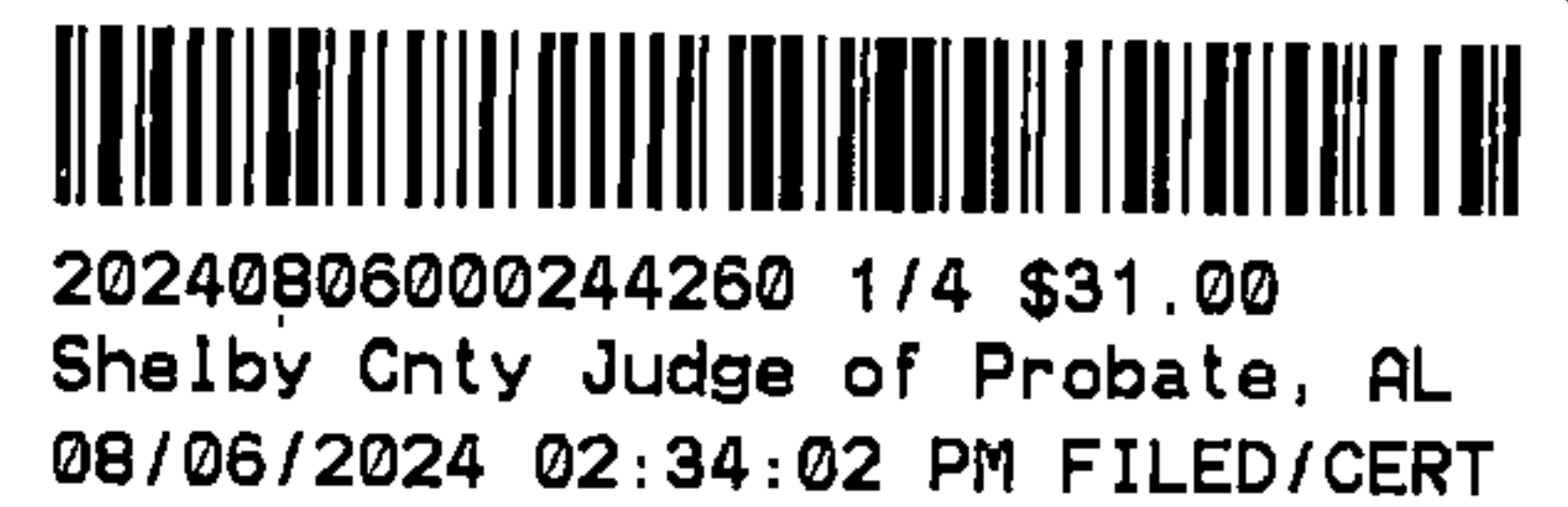


STATE OF ALABAMA)

COUNTIES OF JEFFERSON & SHELBY)



PARTIAL RELEASE OF MORTGAGE AND SUBSTITUTION OF SECURITY

This Partial Release of Mortgage and Substitution of Security made this 24th day of July, 2024, 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 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**), 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 second lien status on Lot 2102 Highland Lakes, together with other property, (hereinafter the "Other property").

WHEREAS, Mortgagor is desirous of conveying Lot 2102 Highland Lakes, free and clear of the Mortgage and substituting in place of Lot 2102 Highland Lakes, that property described as follows:

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**),

WHEREAS, Lender has agreed to release Lot 2102 Highland Lakes, from the Mortgage, so long as the Note and Mortgage apply to Lot 551 Preserve 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 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.



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Shelby Cnty Judge of Probate, AL
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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)**

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, 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. 2021114953, in the Probate Office of Jefferson County, Alabama, the following described property:

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)**

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 551 Preserve and that it has a good right to sell and convey the same and that Lot 551 Preserve is free from encumbrances; and that it warrants and will forever defend the title to Lot 551 Preserve, 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 551 Preserve, as the same relate to the Mortgage, the Note and hereafter, the Mortgage and Note shall not apply to Lot 2102 Highland Lakes, but shall apply to Lot 551 Preserve (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 551 Preserve.

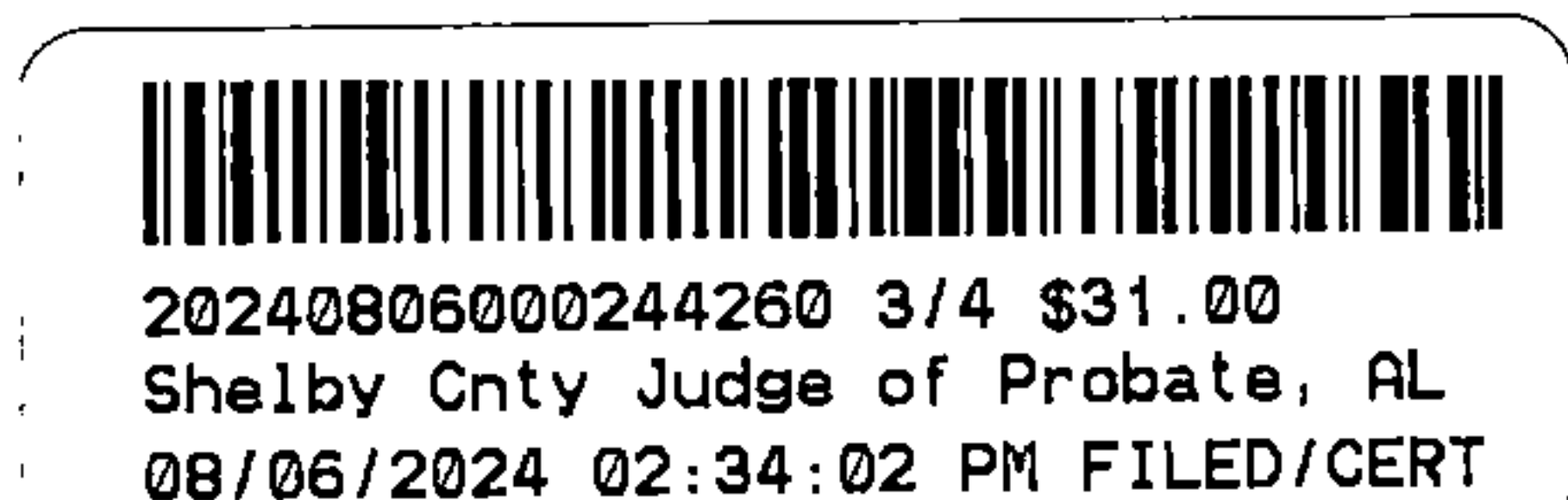
4. Except for the Partial Release and Substitution of Security set forth herein, the Mortgage and the Note shall continue in full force and effect.

This instrument prepared by:
Clayton T. Sweeney
Attorney At Law
2700 Highway 280 East Suite 160
Birmingham, AL 35223

Signatures on following pages

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal this
the 24th day of July, 2024.

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



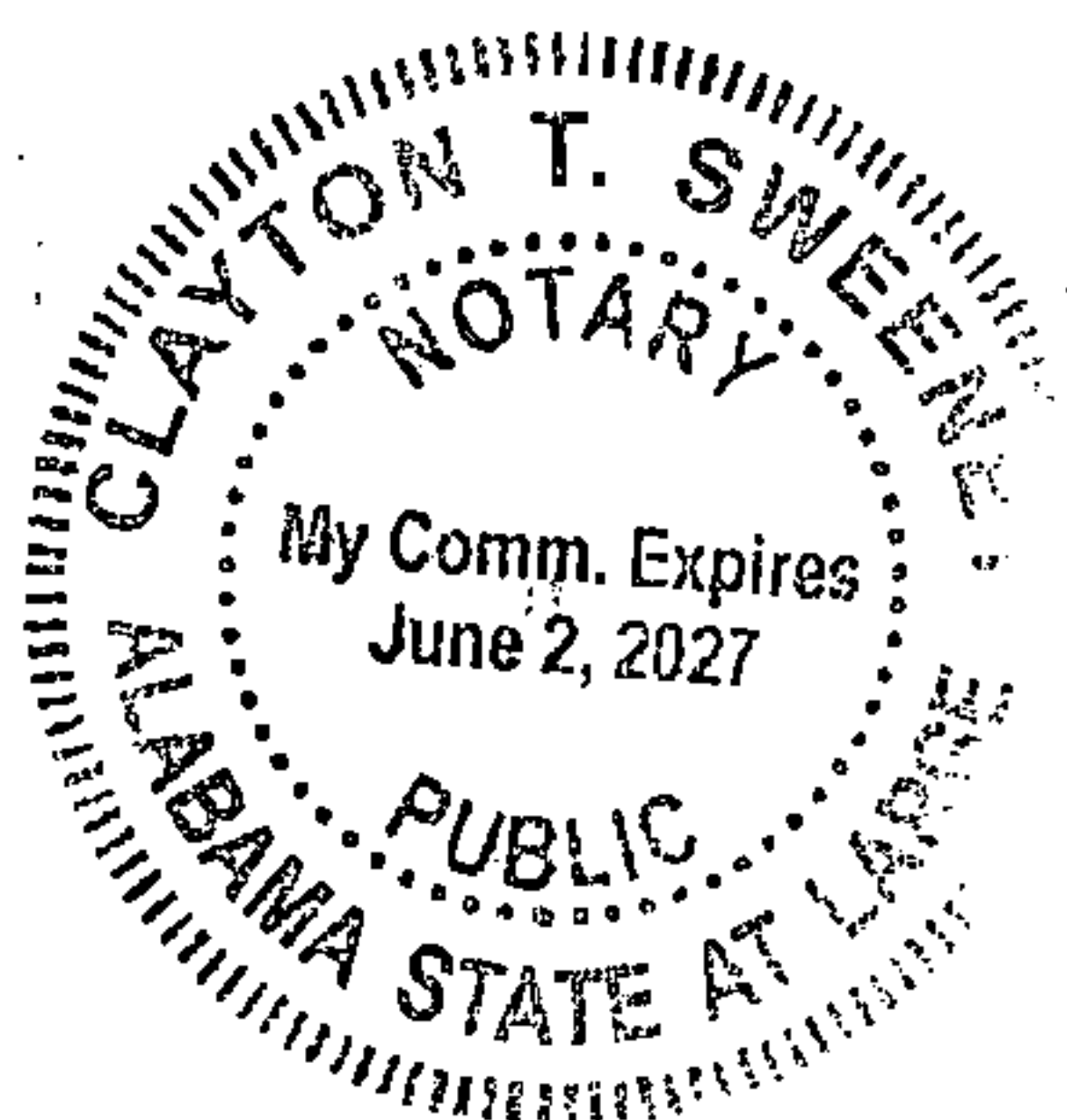
By:


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 24th day of July, 2024.




Notary Public

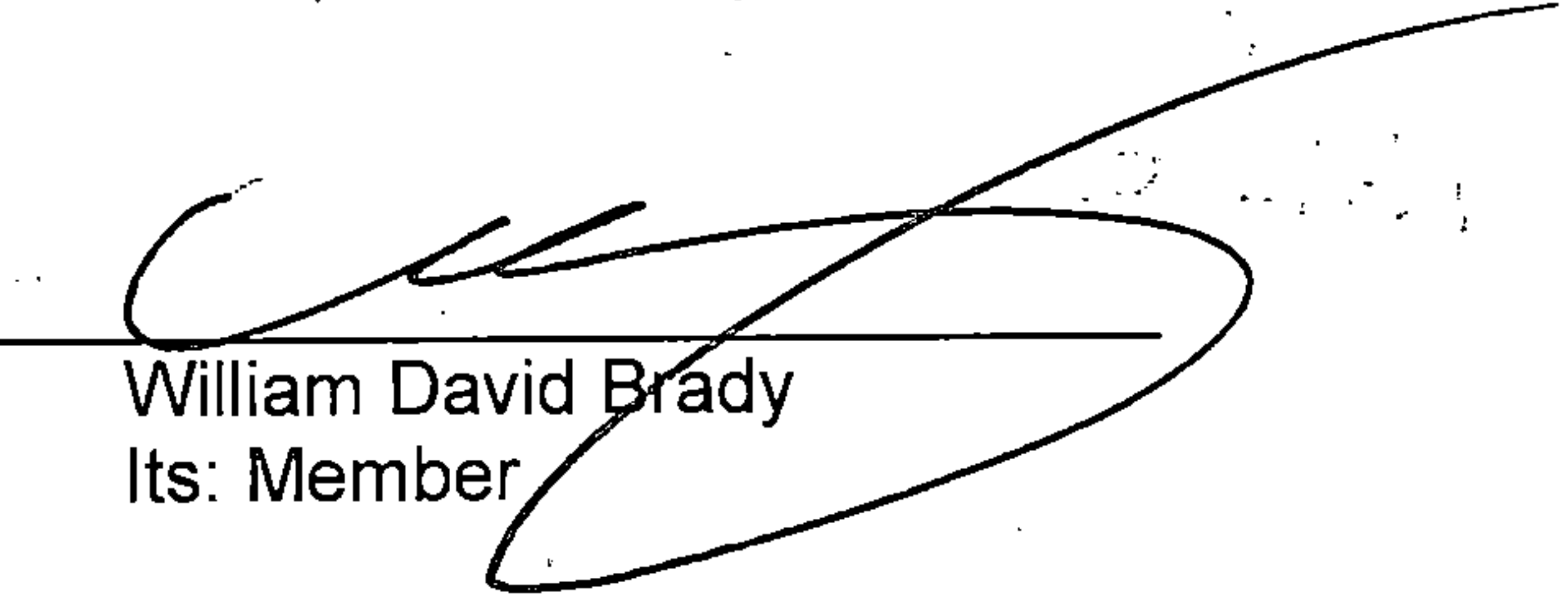
My Commission Expires:

6-2-2027



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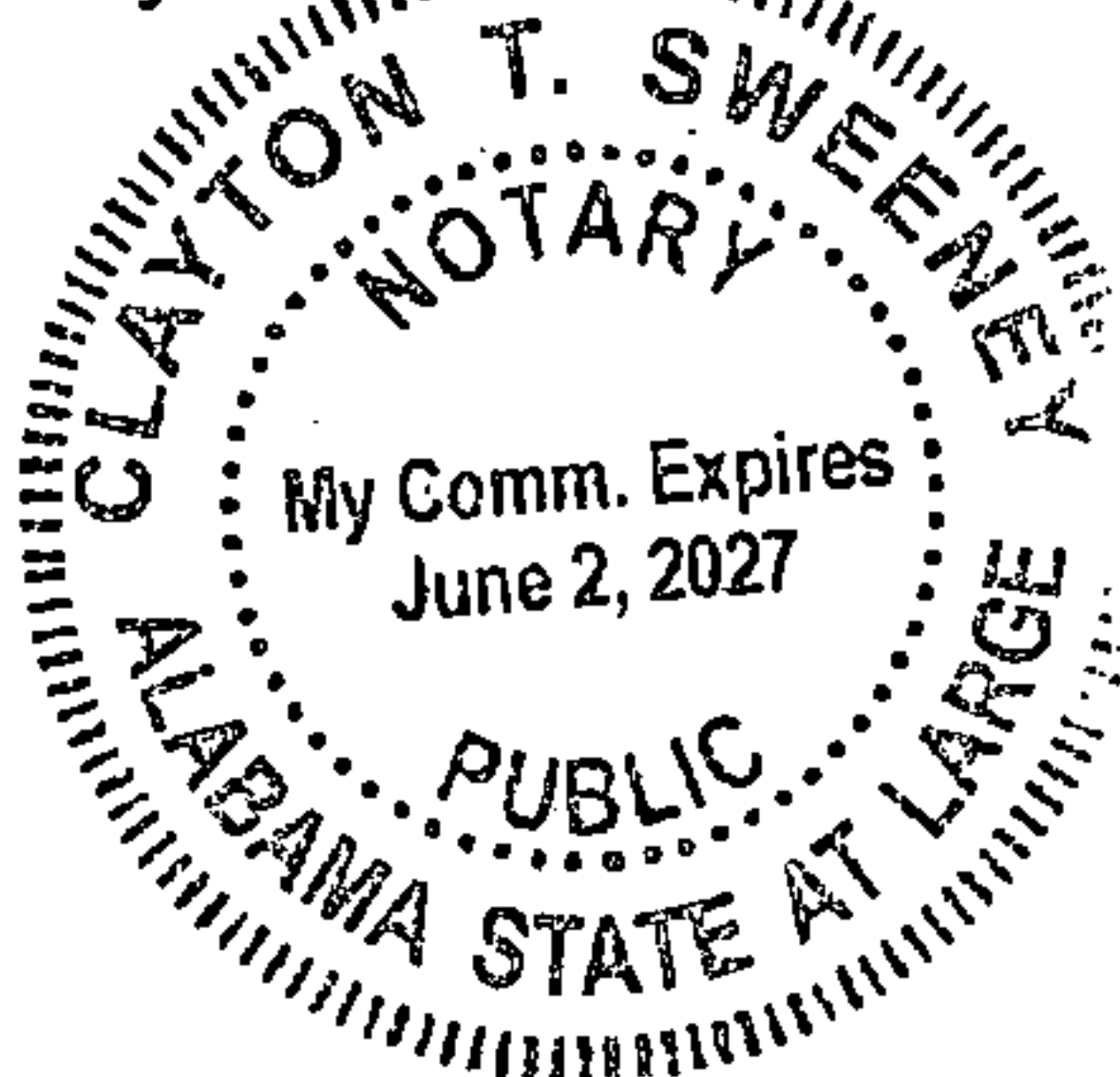
MORTAGOR:
Ridge Crest Homes, LLC
an Alabama limited liability company

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 24th day of July, 2024.




Notary Public
My Commission Expires: 6-2-2027

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 24th day of July, 2024




Notary Public
My Commission Expires: 6-2-2027