

STATE OF ALABAMA)

COUNTY OF SHELBY)

AFFIDAVIT OF ERRONEOUS SATISFACTION OF RECORDED MORTGAGE

Comes now, Stephen J. Tyde, Jr. as Principal – Head of Special Servicing, of Toorak Capital Partners, LLC, a Delaware limited liability company, and states as follows:

1. On or about August 26, 2022, **WCB Realty Company, LLC** executed a Mortgage, Assignment of Rents and Security Agreement (the “**Mortgage**”) in favor of **Commercial Lender, LLC**. Said Mortgage was recorded in **Instrument 20220908000349850** in the Probate Office of Shelby County, Alabama.
2. On or about December 16, 2022, said Mortgage was transferred and assigned to **Toorak Capital Partners, LLC**, as recorded in **Instrument 20221216000453310**, in the Probate Office of Shelby County, Alabama.
3. On or about February 20, 2024, said Mortgage was foreclosed by **Toorak Capital Partners, LLC**, in favor of the winning bidder, **JHL Realty, LLC**, by that certain Mortgage Foreclosure Deed recorded in **Instrument 20240228000051850** in the Probate Office of Shelby County, Alabama.
4. On or about April 4, 2024, subsequent to the above Mortgage Foreclosure Deed, the Mortgage recorded in **Instrument 20220908000349850** was released of record by **Toorak Capital Partners, LLC** by Satisfaction of Recorded Mortgage (the “**Satisfaction**”) recorded in **Instrument 20240404000094430**.
5. This affidavit is being given to state that the Satisfaction recorded in **Instrument 20240404000094430** was recorded in error, and that Toorak Capital Partners, LLC gives affirmative confirmation that said Satisfaction was recorded in error and the prior mortgage foreclosure sale has not been set aside or invalidated in any way.
6. That this affidavit is given for the benefit of Land Title Company of Alabama and Chicago Title Insurance Company, and that Land Title Company of Alabama and Chicago Title Insurance Company is entitled to rely on the facts herein stated in connection with the issuance of one or more title insurance policies pertaining to the Property.
7. That Affiant has not and will not, from and after the effective date of the Commitment through and including the date and time of the recording of documents necessary to effectuate the transaction evidenced by the Commitment, cause or permit to arise any matter contrary to any statement made herein.

