

This Document Prepared By:

Paul H. Greenwood
HOLLAND & KNIGHT LLP
1901 Sixth Avenue North, Suite 1400
Birmingham, AL 35203
(205) 226-5738

**PARTIAL RELEASE OF MORTGAGE,
SECURITY AGREEMENT AND FIXTURE FILING**

PARTIAL RELEASE OF ASSIGNMENT OF LEASES AND RENTS

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration, the undersigned **Truist Bank**, a North Carolina banking corporation, being the holder of:

- (i) That certain Mortgage, Security Agreement and Fixture Filing dated May 13, 2022 (the “**Mortgage**”), executed in favor of Truist Bank by **DBI Properties, LLC**, a Delaware limited liability company, **DBI Properties – Oxford LLC**, a Florida limited liability company, **DBI Properties – Greystone LLC**, a Florida limited liability company, **DBI Properties – CBR LLC**, an Alabama limited liability company, and **D. Bruce Irwin** (also known as Donald Bruce Irwin), an individual (collectively, the “**Mortgagors**”), and recorded in, among other Alabama counties, the Office of the Judge of Probate of **Shelby County**, Alabama, in **Instrument 20220623000251600**;

and

- (ii) That certain Assignment of Leases and Rents dated May 13, 2022 (the “**ALR**”), executed in favor of Truist Bank by the Mortgagors and recorded in, among other

Alabama counties, the Office of the Judge of Probate of **Shelby County**, Alabama,
in **Instrument 20220623000251610**

does hereby release from the Mortgage and the ALR the real property situated in Shelby County, Alabama described on **Exhibit “A”** attached hereto (collectively, the “**Property**”), which Property may be commonly known (but without any representation or warranty by Truist Bank) by the following address:

5410 U.S. 280, Birmingham, AL 35242.

The undersigned Truist Bank hereby releases **only** the Property described on **Exhibit “A”** attached hereto, and does not release any of the Mortgagors or any other real property or other collateral described in or covered by the Mortgage and/or the ALR.

The indebtedness evidenced and secured by the Mortgage and the ALR (the “**Indebtedness**”) has not been satisfied. Truist Bank reserves all rights and remedies available to it by contract and law to pursue payment of the Indebtedness from any and all parties liable for the Indebtedness. Truist Bank executes and delivers this document for recording only to clear title to the Property described on **Exhibit “A”** attached hereto. Truist Bank does not intend to and does not acknowledge full payment of the Indebtedness secured by the Mortgage and the ALR.

[signature and acknowledgment on the following page]

[the remainder of this page is intentionally blank]

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on the 5th day of February, 2025.

TRUIST BANK,
a North Carolina banking corporation

By: M^{re} McElwain
Mary McElwain
Its Senior Vice President

STATE OF Georgia)
COUNTY OF Fulton)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mary McElwain, whose name as Senior Vice President of **TRUIST BANK**, a North Carolina banking corporation, 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 such instrument, she, as such Authorized Signatory and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Witness my hand and official seal, this the 5th day of February, 2025.

Notary Public: Rebecca J Kurstedt

[NOTARIAL SEAL]

My Commission Expires: 8/27/27

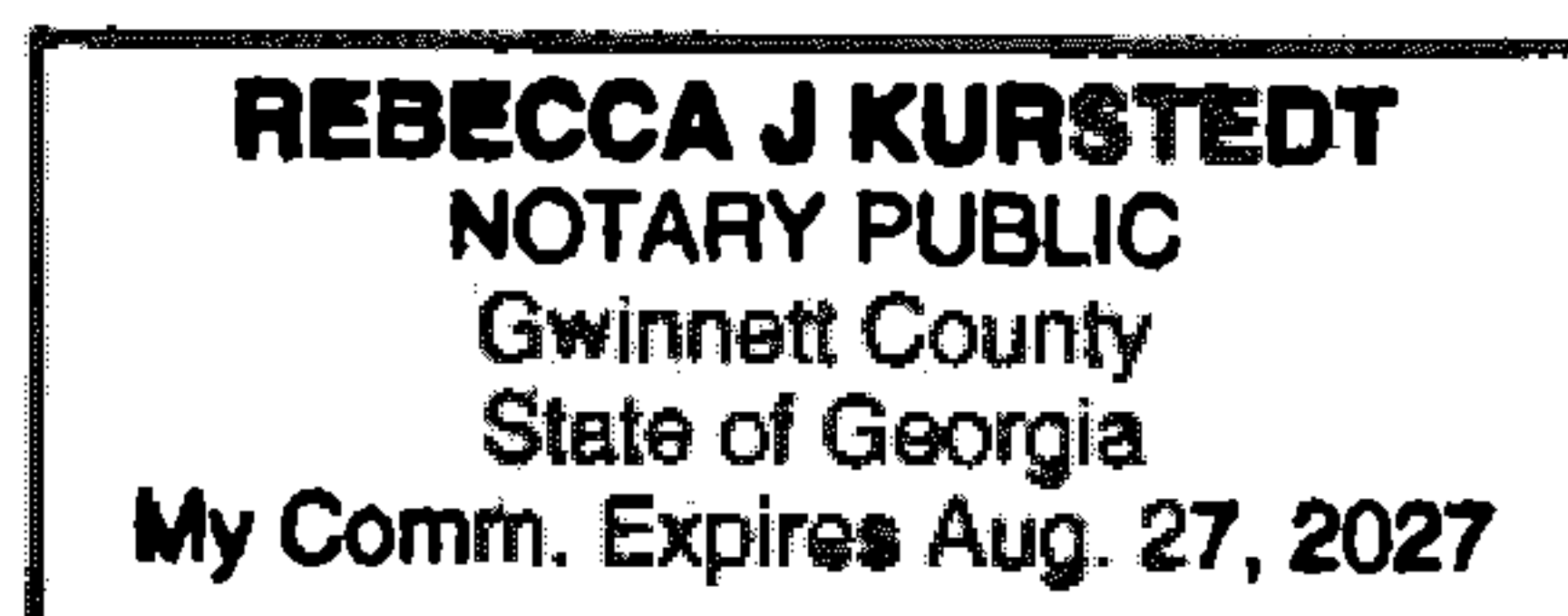


EXHIBIT "A"
LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Shelby, State of Alabama and is described as follows:

Lot 1, according to the Final Plat of American Family Care's Addition to Greystone Plat No. 1, as recorded in Map Book 60, Page 72, in the Office of the Judge of Probate of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/10/2025 12:02:52 PM
\$36.00 PAYGE
20250210000039270

Allen S. Bayl