

**This instrument was prepared by
and after recording should be returned to:**

Burr & Forman LLP
420 North 20th Street
Suite 3400
Birmingham, Alabama 35203
Attention: Gail Livingston Mills, Esq.

PARTIAL RELEASE FROM LIEN OF SECURITY DOCUMENTS

KNOW ALL MEN BY THESE PRESENTS, that **PEOPLES BANK OF ALABAMA**, an Alabama banking corporation ("Lender"), is the owner and holder of record of the following security documents:

- (a) Mortgage and Security Agreement dated December 16, 2024 from **JAD3 Hwy 280, LLC**, an Alabama limited liability company ("Borrower"), in favor of Lender and recorded on December 17, 2024 with the Judge of Probate of Shelby County, Alabama (the "Recording Office") in Instrument No. 20241217000385180 (the "Mortgage and Security Agreement");
- (b) Assignment of Leases and Rents dated December 16, 2024 from Borrower in favor of Lender and recorded on December 17, 2024 in the Recording Office in Instrument No. 20241217000385190 (the "Assignment"); and
- (c) UCC Fixture Filing recorded on December 18, 2024 from Borrower in favor of Lender in the Recording Office in Instrument No. 20241218000385950 (the "UCC Fixture Filing").

The Mortgage and Security Agreement, Assignment and UCC Fixture Filing are hereinafter collectively referred to as the "Security Documents."

WHEREAS, for the consideration set forth below, Lender has agreed to release the property more particularly described on Exhibit "A" attached hereto from the lien of the Security Documents (the "Released Property").

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, Lender does hereby release from the lien, operation and effect of the Security Documents, the Released Property.

THIS IS A PARTIAL RELEASE ONLY. It being distinctly understood, however, that all other property described in and conveyed by the Security Documents shall be and continue to remain in all respects subject to the Security Documents, including, without limitation, all easements over the Released Property relating or appertaining to any of the Property described in the Security Documents, and that all the covenants and undertakings of the Security Documents and the Promissory Note and other obligations thereby secured shall continue in full force and effect, and the Security Documents shall continue to have all rights and powers granted to Lender under the Security Documents, except as to the above described Released Property only. Nothing herein shall be deemed a payment in full of the debt secured by the Security Documents. This partial release shall be recorded with the Judge of Probate of Shelby County, Alabama.

IN WITNESS WHEREOF, Lender has caused this instrument to be properly executed by its duly authorized officer on this the 16th day of October, 2025.

LENDER:

PEOPLES BANK OF ALABAMA,
an Alabama banking corporation

By: _____

Brian Bertella
Regional Market President

[SEAL]

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Brian Bertella, whose name as Regional Market President of Peoples Bank of Alabama, an Alabama 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal, this 16th day of October, 2025.

Megan H. Wilson
Notary Public, Alabama State At Large
My Commission Expires February 28, 2028

Megan H. Wilson
Notary Public
My Commission Expires: 02/28/2028

EXHIBIT A

Property

PARCEL 1:

Lot 2A and 2B, according to the Final Plat of Resurvey of GenRev's Addition to Highway 280 Plat No. 1, as recorded in Map Book 62, Page 43, in the Probate Office of Shelby County, Alabama.

PARCEL 2:

Beneficial rights that constitute an interest in real estate under that certain Declaration of Covenants, Restrictions and Easement Agreement by JAD3 Hwy 280, LLC, an Alabama limited liability company, dated December 16, 2024, filed December 17, 2024 and recorded in Instrument Number 2024127000385170 in the Probate Office of Shelby County, Alabama or the Final Plat of GenRev's Addition to Highway 280 Plat No. 1, as recorded in Map Book 60, Pages 77A and 77B, in the Probate Office of Shelby County, Alabama.

PARCEL 3:

Beneficial rights that constitute an interest in real estate under that certain Easements with Covenants and Restrictions Affecting Land between Wal-Mart Real Estate Trust Business Trust, a Delaware business trust, Eli's Inc., an Alabama corporation, Eli T. Stevens and Patricia M. Stevens, dated April 16, 2001, filed April 17, 2001 and recorded in Instrument Number 2001-14728, in the Probate Office of Shelby County, Alabama, including, but not limited to, the Ingress/Egress Easement created by said instrument adjacent to the northerly portion of Lot 2 being depicted on the Final Plat of GenRev's Addition to Highway 280 Plat No. 1, as recorded in Map Book 60, Pages 77A and 77B, in the Probate Office of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/01/2025 02:59:00 PM
\$28.00 JOANN
20251201000366960

Allen S. Bayl