

1193

STATE OF ALABAMA)
COUNTY OF SHELBY)

**PARTIAL RELEASE
FROM
LIEN OF MORTGAGE**

BOOK 315 PAGE 42

For value received, the undersigned does hereby release the hereinafter particularly described property from the lien of that certain: (i) Mortgage and Security Agreement, executed by Daniel Oak Mountain Limited Partnership, an Alabama limited partnership (the "Borrower"), dated November 7, 1989, recorded in Real Book 265, Page 415, in the Probate Office of Shelby County, Alabama (the "Initial Mortgage"), as amended by First Modification to Mortgage and Other Loan Documents dated February 16, 1990, and recorded in Real Book 281, Page 4, of said Probate Office (the "First Modification"); and as amended by Second Modification to Mortgage and Other Loan Documents dated August 29, 1990, and recorded in Real Book 312, Page 189 of said Probate Office (the "Third Modification"); and as amended by Third Modification to Mortgage and Other Loan Documents dated September 7, 1990, and recorded in Real Book 312, Page 194 of said Probate Office (the "Third Modification") ; and as further amended by Fourth Modification to Mortgage and Other Loan Documents dated September 28, 1990, and recorded in Real Book 312, Page 199 of said Probate Mortgage (the "Fourth Modification"); (ii) Assignment of Rents and Leases (the "Initial Rent Assignment") recorded in Real Book 265, Page 443 of said Probate Office; (iii) Mortgage and Security Agreement (the "Golf Club Mortgage") executed by Borrower and Daniel Links Limited Partnership dated September 28, 1990, and recorded in Real Book 312, Page 331, of said Probate Office; and (iv) Assignment of Rents and Leases recorded in Real Book 312, Page 372 of said Probate Office (the "Golf Club Rent Assignment") (the Initial Mortgage, the First Modification, the Second Modification, the Third Modification, the Fourth Modification, the Initial Rent Assignment, the Golf Club Mortgage, and the Golf Club Rent Assignment, together with any other documents executed by the Borrower in favor of the undersigned are collectively referred to as the "Loan Documents") and for said consideration, the receipt of which is hereby acknowledged, the undersigned does hereby remise, release, quit claim and convey unto Daniel Oak Mountain Limited Partnership, which claims to be the present owner, all of the right, title and interest of the undersigned in and to the following described property in Shelby County, Alabama, to wit:

See Exhibit A attached hereto.

But it is expressly understood and agreed that this release shall in no wise, and to no extent whatever, affect the lien of said Loan Documents as to the remainder of the property described in and secured by said Loan Documents. Further, the execution of this release does not constitute the approval of or consent by the undersigned to that certain Declaration of Covenants, Conditions and Restrictions dated October 1, 1990 and recorded in Real Book 314, Page 506, in the Probate Office of Shelby County, Alabama. The undersigned is now the owner of said Loan Documents and all of the unpaid notes secured thereby.

IN TESTIMONY WHEREOF, the undersigned has caused its name to be subscribed hereto and its corporate seal affixed by its proper officers who are thereunto duly authorized all on this 17th day of October, 1990.

ATTEST:

AMSOUTH BANK N.A.

By: Arthur J. Shabel III
Name: Arthur J. Shabel III
Its: Assistant Vice-President

By: John C. Ham [SEAL]
Name: John C. Ham
Its: SENIOR VICE PRESIDENT

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, in and for said County in said State, hereby certify that John C. Ham whose name as Senior Vice President of AMSOUTH BANK N.A., a national banking association, is signed to the foregoing release and conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the release and conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand and official seal this 17th day of October, 1990.

[NOTARIAL SEAL]

Max G. Dwyer
Notary Public

My Commission expires: 10/3/92

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EXHIBIT A

Greystone Commercial Properties, according to the subdivision plat recorded in Map Book 14, Page 79, in the Probate Office of Shelby County, Alabama, the same being Lots 1 and 2, and the undedicated road situated between Lots 1 and 2, as shown by said plat; RESERVING AND EXCEPTING the lien of the undersigned in and to those certain easements established over, across, through and upon the Access Easement Property, described in Greystone Commercial Declaration of Covenants, Conditions and Restrictions dated October 1, 1990, and recorded in Real Book 314, Page 506, in the Probate Office of Shelby County, Alabama.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

90 OCT 19 PM 1:06

JUDGE OF PROBATE

1. Doc Fee	-----	\$
2. Imp. Fee	-----	\$
3. Int. Fee	-----	7.50
4. Notary Fee	-----	2.00
5. Pub. Fee	-----	
6. Other Fee	-----	1.00
Total	-----	\$ 16.50