

STATE OF ALABAMA)
SHELBY COUNTY)

PARTIAL RELEASE OF MORTGAGE

For value received, United States Fidelity and Guaranty Company, a Maryland corporation (the "Mortgagee"), which is the owner and holder of that certain Mortgage and Security Agreement dated as of November 7, 1989, executed to the Mortgagee by Daniel Oak Mountain Limited Partnership, an Alabama limited partnership (the "Mortgagor"), and recorded in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office"), in Real 265, page 374, as modified by First Amendment to Mortgage and Security Agreement dated February 19, 1990, recorded in the Probate Office in Real 282, page 85, and as further amended and restated in its entirety by Amended and Restated Mortgage and Security Agreement dated September 28, 1990, recorded in the Probate Office in Real 312, page 208 (the "Mortgage"), and of the indebtedness secured thereby, does hereby release from the lien of the Mortgage that certain property located in Shelby County, Alabama and more particularly described on Exhibit A attached hereto and made a part hereof (the "Released Property").

Provided, however, that the Mortgagee shall and does hereby retain a lien under the Mortgage, for the benefit of that portion of the Mortgaged Property described in the Mortgage remaining subject to the lien of the Mortgage after this Partial Release of Mortgage becomes effective (the "Remaining Mortgaged Property"):

(a) on a nonexclusive basis, all rights of the Mortgagor in and to any easement, quasi-easement, servitude, right of way, covenant running with the land or license for the purpose of access, ingress or egress over, under, across, through or upon the Released Property to or from the Remaining Mortgaged Property, now or hereafter created or reserved, pursuant to (i) the Reciprocal Easement Agreement dated as of January 1, 1990 between the Mortgagor and Daniel Links Limited Partnership, which instrument is recorded in the Office of the Judge of Probate of Shelby County, Alabama in Deed Book 312, page 274, as amended (the "Reciprocal Easement Agreement"), (ii) the Greystone Residential Declaration of Covenants, Conditions and Restrictions dated November 6, 1990 by the Mortgagor, which instrument is recorded in the

BOOK 348 PAGE 150

Partial Title

Office of the Judge of Probate of Shelby County, Alabama
in Deed Book 317, page 260, as amended and as may be
extended to the Released Property (the "Declaration of
Covenants"), and (iii) any other express or implied grant
or reservation; and

(b) on a nonexclusive basis, all rights of the
Mortgagor in and to any easement, quasi-easement,
servitude, right of way, covenant running with the land or
license for the purpose of installing, erecting,
replacing, relocating, maintaining and operating any and
all utilities necessary or convenient for the use of any
portion of the Remaining Mortgaged Property, including but
not limited to master television and/or cable systems,
security and similar systems, publicly or privately owned
and operated electrical, gas, telephone, water and sewer
services, storm drains and sewers, drainage systems,
retention ponds, lakes, basins and facilities, lines,
pipes, conduits, equipment, machinery and other apparatus
and appurtenances necessary or otherwise reasonably
required in order to provide any utility service to any
portion of the Remaining Mortgaged Property over, under,
across, through or upon the Released Property, now or
hereafter created or reserved, pursuant to (i) the
Reciprocal Easement Agreement, (ii) the Declaration of
Covenants, and (iii) any other express or implied grant of
reservation.

Provided, further, however, that nothing contained in
this Partial Release of Mortgage shall affect the lien of
the Mortgage as to the Remaining Mortgaged Property, and
the Mortgage shall remain in full force and effect in
accordance with its terms with respect to all of the
Remaining Mortgaged Property.

IN WITNESS WHEREOF, the Mortgagee has executed this
instrument on June 5, 1991.

UNITED STATES FIDELITY AND
GUARANTY COMPANY

By Daniel E. K. Kehl
Its AUTHORIZED SIGNATORY

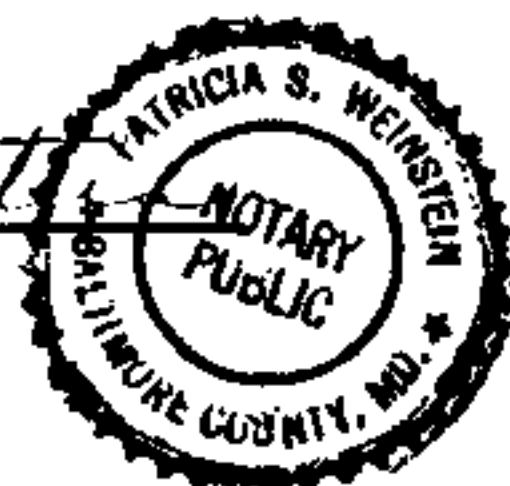
STATE OF MARYLAND)

CITY OF BALTIMORE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that DANIEL B. KOHLHEPP, whose name as AUTHORIZED SIGNATORY of United States Fidelity and Guaranty Company, a Maryland corporation, is signed to the foregoing Partial Release of Mortgage, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Partial Release of Mortgage, [he] [she], as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 5 day of June, 1991.

Patricia S. Weinstein
Notary Public



AFFIX SEAL

My commission expires: 5/1/95

This instrument was prepared by:

George F. Maynard
MAYNARD, COOPER, FRIERSON & GALE, P.C.
1901 Sixth Avenue North
Suite 2400, AmSouth/Harbert Building
Birmingham, Alabama 35203-2602
(205) 254-1000

BOOK 348 PAGE 152

EXHIBIT A**Description of the Released Property**

Tract I - Lots 3, 4, 9, 11, 15, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 34, 37, 40, 41, 42, 43, 44, 46, 104, 109, 113, 115, 116, 117, 118, 121, 122, 123, 124, 125 and 126, according to the Survey of Greystone 1st Sector Phase 1, as recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 14, page 91.

Tract II - The following described property situated in Sections 32 and 33, Township 18 South, Range 1 West, Shelby County, Alabama:

Commence at the northeast corner of said Section 32, thence run south 0° 51' 42" west along the east line of said Section 32 for a distance of 1,039.75 feet to the point of beginning; thence run south 80° 55' 57" east for a distance of 30.02 feet to a point; thence run north 33° 30' 56" east for a distance of 104.94 feet to a point; thence run south 67° 39' 08" east for a distance of 133.52 feet to a point; thence run north 67° 31' 12" east for a distance of 102.22 feet to a point; thence run north 30° 07' 08" east for a distance of 105.74 feet to a point; thence run north 25° 38' 07" east for a distance of 719.57 feet to a point; thence run north 19° 14' 45" east for a distance of 328.54 feet to a point; thence run north 57° 43' 07" east for a distance of 173.41 feet to a point; thence run south 0° 28' 33" west for a distance of 493.64 feet to a point; thence run south 46° 31' 38" east for a distance of 66.09 feet to a point; thence run south 10° 53' 37" west for a distance of 113.01 feet to a point; thence run south 26° 58' 58" east for a distance of 133.53 feet to a point; thence run south 63° 47' 26" east for a distance of 163.17 feet to a point on a curve to the left having a radial bearing in of north 89° 04' 40" east, a radius of 438.39 feet and a central angle of 11° 34' 54"; thence run in a southeasterly direction along the arc of said curve for a distance of 88.61 feet to a point; thence run south 12° 30' 14" east for a distance of 155.00 feet to a point on a curve to the right having a radial bearing in of south 77° 29' 46" west, a radius of 820.68 feet and a central angle of 29° 00' 00"; thence run in a southeasterly to southwesterly direction along the arc of said curve for a distance of 415.38 feet to a point; thence run south 16° 29' 46" west for a distance of 200.00

BOOK 348 PAGE 153

feet to a point on the intersection of Greystone Drive (a private roadway) and King Stables Road (a private roadway) in Greystone 1st Sector Phase I as recorded in Map Book 14, Page 91, in the office of the Judge of Probate, Shelby County, Alabama, said point being on a curve to the right having a radial bearing in of north $73^{\circ} 30' 14''$ west, a radius of 25.00 feet and a central angle of $90^{\circ} 00' 00''$; thence run in a southwesterly to northwesterly direction along the arc of said curve and also along the northeast right of way of King Stables Road for a distance of 39.27 feet to a point; thence run north $73^{\circ} 30' 14''$ west along said northeast right of way for a distance of 202.55 feet to a point on a curve to the right having a radial bearing in of north $16^{\circ} 29' 46''$ east, a radius of 1,169.34 feet and a central angle of $10^{\circ} 52' 34''$; thence run in a northwesterly direction along the arc of said curve and also along said northeast right of way for a distance of 221.97 feet to a point; thence run south $27^{\circ} 22' 20''$ west crossing said King Stables Road for a distance of 60.00 feet to the northwest corner of Lot 126 in said Greystone 1st Sector Phase I; thence continue south $27^{\circ} 22' 20''$ west along the northwest line of said Lot 126 for a distance of 176.25 feet to a point on the northeast line of Lot 125 in said Greystone 1st Sector Phase I; thence run north $62^{\circ} 28' 38''$ west along the northeast line of said Lot 125 for a distance of 17.16 feet to the northwest corner of said Lot 125; thence run south $31^{\circ} 22' 48''$ west along the northwest line of Lots 125, 124, 123 and 122 in said Greystone 1st Sector Phase I for a distance of 539.34 feet to the northwest corner of Lot 121 in said Greystone 1st Sector Phase I; thence run south $40^{\circ} 50' 29''$ west along the northwest line of said Lot 121 for a distance of 121.62 feet to the northwest corner of Lot 120 in said Greystone 1st Sector Phase I; thence run south $34^{\circ} 39' 12''$ west along the northwest line of Lots 120 and 119 in said Greystone 1st Sector Phase I for a distance of 200.11 feet to a point; thence run south $47^{\circ} 49' 35''$ west along the northwest line of Lots 119 and 118 in said Greystone 1st Sector Phase I for a distance of 195.26 feet to the northernmost corner of Lot 117 in said Greystone 1st Sector Phase I; thence run south $44^{\circ} 53' 27''$ west along the northwest line of Lots 117, 116 and 115 in said Greystone 1st Sector Phase I for a distance of 337.35 feet to a point; thence run south $29^{\circ} 08' 15''$ west along the northwest line of Lots 115 and 114 in said Greystone 1st Sector Phase I for a distance of 179.95 feet to a point; thence run south $54^{\circ} 35' 05''$ west along the northwest line of said Lot 114 for a distance of 48.12 feet to a point; thence run south $5^{\circ} 19' 35''$ west along the west line of Lots 114, 113 and 112 in said Greystone 1st Sector Phase I

BOOK 348 PAGE 155

for a distance of 320.00 feet to a point on the northernmost corner of Lot 111 in said Greystone 1st Sector Phase I; thence run south $47^{\circ} 59' 48''$ west along the northwest line of Lots 111 and 110 in said Greystone 1st Sector Phase I for a distance of 182.48 feet to the northeast corner of Lot 109 in said Greystone 1st Sector Phase I; thence run north $47^{\circ} 20' 45''$ west along the northeast line of said Lot 109 for a distance of 130.00 feet to the northeast corner of Lot 108 in said Greystone 1st Sector Phase I; thence run south $72^{\circ} 39' 15''$ west along the northwest line of said Lot 108 for a distance of 50.00 feet to a point; thence run north $58^{\circ} 57' 19''$ west along the northwest line of said Lot 108 for a distance of 40.81 feet to a point; thence run south $67^{\circ} 20' 12''$ west along the northwest line of said Lot 108 for a distance of 200.00 feet to the northwest corner of Lot 107 in said Greystone 1st Sector Phase I; thence run south $7^{\circ} 20' 12''$ west along the west line of said Lot 107 for a distance of 125.00 feet to a point; thence run south $12^{\circ} 39' 48''$ east along the southwest line of Lots 107 and 105 in said Greystone 1st Sector Phase I for a distance of 220.00 feet to the northeast corner of Lot 104 in said Greystone 1st Sector Phase I; thence run south $74^{\circ} 20' 12''$ west along the northwest line of Lots 104 and 103 in said Greystone 1st Sector Phase I for a distance of 270.51 feet to the northwest corner of said Lot 103; thence run south $10^{\circ} 42' 57''$ east along the southwest line of said Lot 103 for a distance of 160.05 feet to a point on the northwest right of way of Shandwick Place (a private roadway) in said Greystone 1st Sector Phase I; said point being on a curve to the right having a radial bearing in of north $10^{\circ} 42' 57''$ west, a radius of 289.52 feet and a central angle of $1^{\circ} 59' 04''$; thence run in a southwesterly direction along the arc of said curve and also along said northwest right of way for a distance of 10.03 feet to a point; thence run south $8^{\circ} 43' 52''$ east crossing said Shandwick Place for a distance of 60.00 feet to the northwest corner of Lot 48 in said Greystone 1st Sector Phase I; thence continue south $8^{\circ} 43' 52''$ east along the southwest line of said Lot 48 for a distance of 210.40 feet to the southwest corner of said Lot 48; thence run south $81^{\circ} 12' 19''$ west for a distance of 401.50 feet to a point; thence run north $61^{\circ} 52' 13''$ west for a distance of 91.66 feet to a point; thence run north $12^{\circ} 57' 12''$ west for a distance of 545.86 feet to a point; thence run north $8^{\circ} 45' 30''$ west for a distance of 170.13 feet to a point; thence run north $12^{\circ} 28' 01''$ east for a distance of 177.77 feet to a point; thence run north $16^{\circ} 33' 28''$ east for a distance of 378.52 feet to a point; thence run north $29^{\circ} 26' 52''$ east for a distance of 485.09 feet to a point; thence run north 4°

41' 46" west for a distance of 114.76 feet to a point; thence run north 45° 14' 29" west for a distance of 70.04 feet to a point; thence run north 5° 06' 49" west for a distance of 123.71 feet to a point; thence run north 41° 55' 46" east for a distance of 347.92 feet to a point; thence run north 38° 08' 46" east for a distance of 348.81 feet to a point; thence run north 23° 38' 35" east for a distance of 407.34 feet to a point; thence run south 59° 21' 08" east for a distance of 223.55 feet to a point; thence run north 30° 38' 52" east for a distance of 267.58 feet to a point on a curve to the left having a radial bearing in of north 59° 21' 08" west, a radius of 25.00 feet and a central angle of 86° 03' 19"; thence run in a northwesterly direction along the arc of said curve for a distance of 37.55 feet to a point on a reverse curve to the right having a radial bearing in of north 34° 35' 33" east, a radius of 774.50 feet and a central angle of 12° 44' 46"; thence run in a northwesterly direction along the arc of said curve for a distance of 172.30 feet to a point; thence run north 42° 39' 42" west for a distance of 72.14 feet to a point; thence run north 37° 14' 42" east for a distance of 42.02 feet to a point; thence run south 80° 55' 57" east for a distance of 646.84 feet to the point of beginning; said Tract II containing 100.732 acres, more or less.

TOGETHER ALSO WITH THE FOLLOWING:

(a) all and singular the reversions and remainders in and to said tracts of land hereinabove described (the "Released Property") and the tenements, hereditaments, easements, rights of way or use, rights (including mineral and mining rights, and all water, oil and gas rights), privileges, royalties and appurtenances to the Released Property, now or hereafter belonging or in anywise pertaining thereto, including but not limited to (but subject to the prior rights, if any, of other persons) any right, title, interest in, to or under any agreement or right granting, conveying or creating, for the benefit of the Released Property, any easement, right or license in any way affecting other property and in, to or under any streets, ways, alleys, vaults, gores or strips of land adjoining the Released Property or any parcel thereof, or in or to the air space over the Released Property, all water, water courses, water rights and water stock, and all claims or demands of Daniel Oak Mountain Limited Partnership either at law or in equity, and possession or expectancy of, in or to the same; and

SENT BY:Xerox Telecopier 7021 ; 6- 5-91 ; 2:21PM ;

MAYNARD, COOPER→

1 301 234 2026;# 9

(b) all other rights and interest in the Released Property or arising therefrom, including but not limited to all rents, issues and profits therefrom, proceeds of any sale or other disposition of all or any part thereof, proceeds of any condemnation thereof and proceeds of casualty insurance relating thereto.

BOOK 348 PAGE 157

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

91 JUN 14 AM 9:54

William H. [Signature]
JUDGE OF PROBATE

1. Dead Tax	
2. [unclear]	20.00
3. [unclear]	4.00
4. [unclear]	
5. [unclear]	1.00
6. [unclear]	
Total	25.00