

PARTIAL RELEASE

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, that for value received, the undersigned, UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland corporation ("Mortgagee"), does hereby release and discharge from the lien and operation of that certain Mortgage and Security Agreement dated November 7, 1989 executed by DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership, in favor of Mortgagee, as recorded in Real 265, Page 374 in the Probate Office of Shelby County, Alabama which has been (i) amended by First Amendment to Mortgage and Security Agreement dated February 19, 1990 and recorded in Real 282, Page 85 in said Probate Office and (ii) amended and restated in its entirety by Amended and Restated Mortgage and Security Agreement dated September 28, 1990 and recorded in Real 312, Page 208 in said Probate Office, the following described parcel of land situated in Shelby County, Alabama, to-wit:

Lot 35, according to the Map and Survey of Greystone - 1st Sector, 1st Phase as recorded in Map Book 14, Page 91 in the Probate Office of Shelby County, Alabama.

It is understood, however, that the execution of this release shall in no wise operate to release or impair the lien or security of said Mortgage upon the property remaining subject thereto.

IN WITNESS WHEREOF, Mortgagee has caused this Partial Release to be executed by its proper officer who is duly authorized as of this the 12th day of JUNE, 1991.

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

91 JUN 20 AM 9:07

UNITED STATES FIDELITY AND
GUARANTY COMPANY

By: Michael W. Jones

Its: Authorized Signatory

STATE OF MARYLAND

CITY OF BALTIMORE

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Michael W. Jones whose name as Authorized Signatory of UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland 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 the instrument, he 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 12 day of JUNE, 1991.

1. Notary Tax _____
2. Notary Fee _____
3. Notary Fee _____
4. Notary Fee _____
5. Notary Fee _____
6. Notary Fee _____
7. Notary Fee _____
8. Notary Fee _____
9. Notary Fee _____
10. Notary Fee _____

Catherine L. Gugler
Notary Public

My Commission Expires: 12/1/92

Att. Sheila Ellis

DANIEL
CORPORATION

1200 Corporate Drive • Birmingham, Alabama 35242-2940 • 205/991-4500

P.O. Box 385001 • Birmingham, Alabama 35238-5001