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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, notwithstanding anything to the contrary contained in this instrument or in Exhibit A hereto, 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 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 March 26, 1992.

UNITED STATES FIDELITY AND
GUARANTY COMPANY

By: *Ch. T. Weyl*
Its *Arthur D. S. Gray*

STATE OF MARYLAND)

CITY OF BALTIMORE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Charles R. Werhane, 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 26th day of March, 1992.

Melissa M. Bowen
Notary Public

AFFIX SEAL

My commission expires: Nov. 1, 1995

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

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EXHIBIT A

Description of the Released Property

Parcel I - Estate Lots Property:

Part of Section 33, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of said Section 33 and thence run North along the West line of said Section 33 for 1,330.19 feet to a point on the Southwest line of Lot 1, Greystone First Sector, Phase I, as recorded in Map Book 14, Page 91, in the Office of the Judge of Probate Shelby County, Alabama; thence turn an angle to the right of 128°-06'-40" and run in a Southeasterly direction along the Southwest line of said Lot 1 for 130.85 feet to the point of beginning; thence turn an angle to the left of 84°-59'-36" and run in a Northeasterly direction along the Southeast line of Lots 1, 2, and 3 in said Greystone First Sector, Phase I, for 454.48 feet to a point; thence turn an angle to the right of 08°-40'-37" and run in a Northeasterly direction along the Southeast line of Lots 4, 5, & 6 in said Greystone First Sector, Phase I, for 431.76 feet to a point; thence turn an angle to the right of 30°-30'-25" and run in a Northeasterly direction for 60.00 feet to the Southeast corner of Lot 7 in said Greystone First Sector, Phase I; thence turn an angle to the left of 37°-45'-47" and run in a Northeasterly direction along the Southeast line of Lots 7, 8 & 9 in said Greystone First Sector, Phase I, for 569.16 feet to a point; thence turn an angle to the left of 23°-16'-58" and run in a Northeasterly direction along the Southeast line of Lots 10, 11 & 12 of said Greystone First Sector, Phase I, for 515.40 feet to a point; thence turn an angle to the right of 37°-46'-39" and run in a Northeasterly direction for 359.70 feet to a point; thence turn an angle to the right of 81°-55'-50" and run in a Southwesterly direction for 415.28 feet to a point; thence turn an angle to the left of 23°-37'-14" and run in a Southeasterly direction for 151.28 feet to a point; thence turn an angle to the left of 69°-48'-35" and run in a Northeasterly direction for 177.12 feet to a point on the 810 Contour; thence turn an angle to the right of 52°-27'-51" and run in a Southeasterly direction along the 810 Contour for 132.83 feet to a point; thence turn an angle to the left of 40°-09'-36" and run in a Northeasterly direction along the 810 Contour for 37.65 feet to a point; thence turn an angle to the left of 25°-38'-46" and run in a Northeasterly direction along the 810 Contour for 87.79 feet to a point; thence turn an angle to the right of 01°-38'-16" and run in a Northeasterly direction along the 810 Contour for 111.20 feet to a point; thence turn an angle to the right of 131°-05'-18" and run in a Southeasterly direction along the 810 Contour for 107.63 feet to a point; thence turn an angle to the left of 27°-54'-00" and run in a Southeasterly direction along the 810 Contour for 58.43 feet to a point; thence turn an angle to the left of 09°-47'-22" and run in a Southeasterly direction along the 810 Contour for 81.49 feet to a point; thence turn an angle to the right of 119°-59'-17" and run in a Southwesterly direction along the 810 Contour for 37.39 feet to a point; thence turn an angle to the left of 07°-42'-58" and run in a Southwesterly direction along the 810 Contour for 77.35 feet to a point; thence turn an

angle to the left of $47^{\circ}-44'-30''$ and run in a Southwesterly direction along the 810 Contour for 62.22 feet to a point; thence turn an angle to the right of $41^{\circ}-22'-20''$ and run in a Southwesterly direction along the 810 Contour for 39.44 feet to a point; thence turn an angle to the left of $31^{\circ}-58'-01''$ and run in a Southwesterly direction along the 810 Contour for 57.68 feet to a point; thence turn an angle to the left of $56^{\circ}-13'-06''$ and run in a Southeasterly direction along the 810 Contour for 38.37 feet to a point; thence turn an angle to the left of $24^{\circ}-57'-18''$ and run in a Southeasterly direction along the 810 Contour for 35.37 feet to a point; thence turn an angle to the left of $22^{\circ}-49'-41''$ and run in a Southeasterly direction along the 810 Contour for 39.58 feet to a point; thence turn an angle to the right of $91^{\circ}-39'-43''$ and run in a Southwesterly direction along the 810 Contour for 24.04 feet to a point; thence turn an angle to the left of $49^{\circ}-44'-04''$ and run in a Southeasterly direction along the 810 Contour for 66.40 feet to a point; thence turn an angle to the left of $39^{\circ}-53'-07''$ and run in a Southeasterly direction along the 810 Contour for 57.75 feet to a point; thence turn an angle to the left of $28^{\circ}-30'-13''$ and run in a Northeasterly direction along the 810 Contour for 44.51 feet to a point; thence turn an angle to the right of $121^{\circ}-52'-51''$ and run in a Southwesterly direction along the 810 Contour for 70.26 feet to a point; thence turn an angle to the left of $24^{\circ}-02'-19''$ and run in a Southeasterly direction along the 810 Contour for 55.89 feet to a point; thence turn an angle to the left of $34^{\circ}-26'-55''$ and run in a Southeasterly direction along the 810 Contour for 57.56 feet to a point; thence turn an angle to the left of $24^{\circ}-46'-36''$ and run in a Southeasterly direction along the 810 Contour for 98.49 feet to a point; thence turn an angle to the right of $60^{\circ}-37'-34''$ and run in a Southeasterly direction along the 810 Contour for 68.85 feet to a point; thence turn an angle to the right of $58^{\circ}-59'-02''$ and run in a Southwesterly direction along the 810 Contour for 100.12 feet to a point; thence turn an angle to the left of $47^{\circ}-40'-52''$ leaving said 810 Contour and run in a Southwesterly direction for 32.32 feet to a point on the Northerly right of way line of Hugh Daniel Drive; thence $58^{\circ}-37'-57''$ right to become tangent to a curve to the left, said curve having a radius of 4,540.00 feet and subtending a central angle of $05^{\circ}-46'-48''$; thence run Southwesterly along said right of way line and along the arc of said curve for 457.99 feet to the end of said curve; thence at tangent to said curve continue Southwesterly along said right of way line for 90.62 feet to the beginning of a curve to the right, said curve having a radius of 443.89 feet and subtending a central angle of $22^{\circ}-12'-53''$; thence run Southwesterly along said right of way line and along the arc of said curve for 172.10 feet to the end of said curve, said point also being the beginning of a curve to the left, said curve having a radius of 331.62 feet and subtending a central angle of $29^{\circ}-51'-15''$; thence run Southwesterly along said right of way line and along the arc of said curve for 172.79 feet to the end of said curve; thence at tangent to said curve run Southwesterly along said right of way line for 138.92 feet to the beginning of a curve to the right, said curve having a radius of 1,560.00 feet and subtending a central angle of $07^{\circ}-45'-25''$; thence run Southwesterly along said right of way line and along the arc of said curve for 211.20 feet to the end of said curve; thence at tangent to said curve run Southwesterly along said right of way line for 192.38 feet to the beginning of a curve to the left, said curve having a radius of 540.00 feet and subtending a central angle of $08^{\circ}-25'-01''$; thence run Southwesterly along said right of way line and along the arc of said curve for 79.33 feet to the end of said curve; thence at tangent to said curve run Southwesterly along said right of way line for 49.12 feet to the beginning of a curve to the right, said curve having a radius of 920.00 feet and subtending a central angle of $33^{\circ}-24'-16''$; thence run Southwesterly along said right of way line

and along the arc of said curve for 536.37 feet to the end of said curve; thence at tangent to said curve run Southwesterly along said right of way line for 169.47 feet to the beginning of a curve to the right, said curve having a radius of 1,610.00 feet and subtending a central angle of 20°-00'-20"; thence run Westerly along said right of way line and along the arc of said curve for 562.14 feet to the end of said curve; thence at tangent to said curve run Northwesterly along said right of way line for 131.60 feet; thence 78°-47'-24" right and run north and parallel with the west line of said Section 33 for 372.19 feet to the point of beginning. Said parcel contains 64.438 acres.

Parcel II - Regular Lots Property:

Commence at a 3" capped iron locally accepted to be the southwest corner of the northwest quarter of said Section 33, thence run north along the west line of said quarter Section for a distance of 2,646.97 feet to an iron locally accepted to be the northwest corner of said Section 33; thence turn an angle to the right of 131° 18' 38" and run in a southeasterly direction for a distance of 2,054.10 feet to an iron pin found at the point of beginning, said point being the northwest corner of Lot 13, St. Charles at Greystone as recorded in Map Book 16, Page 5 in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the left of 25° 40' 35" and run in a southeasterly direction along the northeast line of said Lot 13 and Lot 12 in said St. Charles at Greystone for a distance of 439.96 feet to an iron set; thence turn an angle to the left of 8° 14' 24" and run in a southeasterly direction for a distance of 597.07 feet to an iron pin set; thence turn an angle to the left of 3° 32' 28" and run in a southeasterly direction for a distance of 279.58 feet to an iron pin set; thence turn an angle to the left of 73° 33' 17" and run in a northeasterly direction for a distance of 690.21 feet to an iron pin set; thence turn an angle to the right of 3° 26' 40" and run in a northeasterly direction for a distance of 60.00 feet to an iron pin set; thence turn an angle to the right of 13° 47' 09" and run in a northeasterly direction for a distance of 130.06 feet to an iron pin set; thence turn an angle to the right of 4° 48' 17" and run in a northeasterly direction for a distance of 575.59 feet to an iron pin set; thence turn an angle to the right of 5° 23' 33" and run in a northeasterly direction for a distance of 269.71 feet to an iron pin set; thence turn an angle to the left of 21° 34' 30" and run in a northeasterly direction for a distance of 212.94 feet to an iron pin set; thence turn an angle to the left of 41° 08' 59" and run in a northwesterly direction for a distance of 77.51 feet to an iron pin set; thence turn an angle to the right of 89° 02' 58" and run in a northeasterly direction for a distance of 619.62 feet to an iron pin set; thence turn an angle to the left of 31° 34' 58" and run in a northeasterly direction for a distance of 884.66 feet to an iron pin set; thence turn an angle to the left of 5° 08' 54" and run in a northeasterly direction for a distance of 135.22 feet to an iron pin set; thence turn an angle to the left of 31° 03' 52" and run in a northerly direction for a distance of 153.84 feet to an iron pin set; thence turn an angle to the left of 32° 31' 27" and run in a northwesterly direction for a distance of 200.00 feet to an iron pin set; thence turn an angle to the right of 90° 00' 00" and run in a northeasterly direction for a distance of 88.92 feet to an iron pin set; thence turn an angle to the left of 90° 00' 00" and run in a northwesterly direction for a distance of 254.50 feet to an iron pin set; thence turn an angle to the left of 89° 44' 52" and run in a southwesterly direction for a distance of 89.48 feet to an iron pin set; thence turn an angle to the right of 16° 56' 19" and run in a southwesterly

direction for a distance of 133.66 feet to an iron pin set on a curve to the left having a central angle of 6° 35' 19" and a radius of 672.02 feet; thence turn an angle to the right of 58° 43' 55" to the chord of said curve and run in a northwesterly direction along the arc of said curve for a distance of 77.28 feet to an iron pin set; thence turn an angle to the left of 93° 17' 51" from the chord of last stated curve and run in a southwesterly direction for a distance of 60.00 feet to an iron pin found; thence turn an angle to the left of 15° 50' 11" and run in a southwesterly direction for a distance of 436.50 feet to an iron pin found; thence turn an angle to the right of 4° 32' 39" and run in a southwesterly direction for a distance of 390.85 feet to an iron pin found; thence turn an angle to the right of 35° 25' 50" and run in a southwesterly direction for a distance of 539.61 feet to an iron pin found; thence turn an angle to the right of 3° 47' 10" and run in a southwesterly direction for a distance of 304.60 feet to an iron pin found; thence turn an angle to the left of 61° 40' 38" and run in a southwesterly direction for a distance of 483.13 feet to an iron pin found; thence turn an angle to the right of 23° 49' 53" and run in a southwesterly direction for a distance of 246.54 feet to an iron pin found; thence turn an angle to the right of 6° 08' 33" and run in a southwesterly direction for a distance of 488.45 feet to an iron pin set; thence turn an angle to the right of 4° 40' 13" and run in a southwesterly direction for a distance of 122.96 feet to an iron pin set; thence turn an angle to the right of 29° 40' 40" and run in a southwesterly direction for a distance of 280.52 feet to an iron pin set; thence turn an angle to the left of 61° 25' 23" and run in a southwesterly direction for a distance of 637.16 feet to an iron pin set; thence turn an angle to the right of 81° 33' 37" and run in a northwesterly direction for a distance of 198.67 feet to an iron pin found; thence turn an angle to the right of 54° 03' 10" and run in a northwesterly direction for a distance of 590.52 feet to an iron pin found; thence turn an angle to the left of 73° 57' 45" and run in a southwesterly direction for a distance of 80.56 feet to an iron pin found; thence turn an angle to the left of 62° 01' 09" and run in a southwesterly direction for a distance of 612.54 feet to an iron pin set; thence turn an angle to the right of 14° 56' 24" and run in a southwesterly direction for a distance of 155.70 feet to the point of beginning. Said parcel contains 62.55 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; and

(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.

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

92 MAR 31 AM 4:35
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JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mtg. Tax	\$	
3. Recording Fee	\$	12.50
4. Indexing Fee	\$	16.00
5. No Tax Fee	\$	
6. Certified Fee	\$	1.00
Total	\$	29.50