

STATE OF ALABAMA

COUNTY OF SHELBY

PARTIAL RELEASE

THIS PARTIAL RELEASE is executed and delivered as of the 23rd day of August, 1994 by UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland corporation ("Mortgagee").

RECITALS:

Daniel is the developer of a single-family residential subdivision known as The Crest at Greystone, which subdivision was originally reflected by a subdivision plat entitled "the Survey of The Crest at Greystone", as recorded in Map Book 16, Page 108 in the Probate Office (the Original Subdivision Plat"). The Original Subdivision Plat has been amended and restated in its entirety by Amended Map, The Crest at Greystone, as recorded in Map Book 18, Page 17 A, B, C & D in the Probate Office (the "Amended and Restated Subdivision Plat"). The Amended and Restated Subdivision Plat reflects the accurate and final as-built location of the private roadway known as "Greystone Crest", and the realigned lot lines of some of the lots shown on the Original Subdivision Plat.

As a result of the changes reflected in the Amended and Restated Subdivision Plat, (i) Daniel has transferred and reconveyed title to certain of the lots reflected on the Amended and Restated Subdivision Plat to the original purchasers of such lots and (ii) has requested that Mortgagee enter into this Partial Release in order to reflect that Mortgagee had released from the lien of the Mortgage any right, title and interest of Mortgagee into the hereinafter described property.

Mortgagee is the holder of that certain Mortgage and Security Agreement dated November 7, 1989 executed by DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("Daniel"), in favor of Mortgagee, as recorded in Real 265, Page 374 in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office"), 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, (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, (iii) amended by First Amendment to Amended and Restated Mortgage and Security Agreement dated as of April 14, 1992 and recorded as Instrument No. 1992-4714 in said Probate Office, (iv) amended and restated in its entirety by Second Amended and Restated Mortgage and Security Agreement dated February 2, 1993 and recorded as Instrument No. 1993-3120 in said Probate Office, (v) First Amendment to Second Amended and Restated Mortgage and Security Agreement dated as of August 23, 1993 and recorded as Instrument No. 1993-25947 in said Probate Office and (vi) First Amendment to Second Amended and Restated Mortgage and Security Agreement dated as of January 1, 1994 and recorded as Instrument No. 1994-04043 in said Probate Office (collectively, the "Mortgage").

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee does hereby release and discharge from the lien and operation of the Mortgage the following described parcels of land (collectively, the "Lots") situated in Shelby County, Alabama to-wit:

Lots 10, 14, 15, 17, 18, 20, 21, 24, 25, 26, 27, 32, 39 and 43, according to the Amended Map, The Crest at Greystone, as recorded in Map Book 18, Page 17 A, B, C & D in the Office of the Judge of Probate 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 the aforesaid Mortgage upon the property remaining subject thereto.

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SHELBY COUNTY JUDGE OF PROBATE
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IN WITNESS WHEREOF, Mortgagee has caused this Partial Release to be executed by its proper officer who is duly authorized as of this the 23rd day of August, 1994.

UNITED STATES FIDELITY AND
GUARANTY COMPANY

By: [Signature]

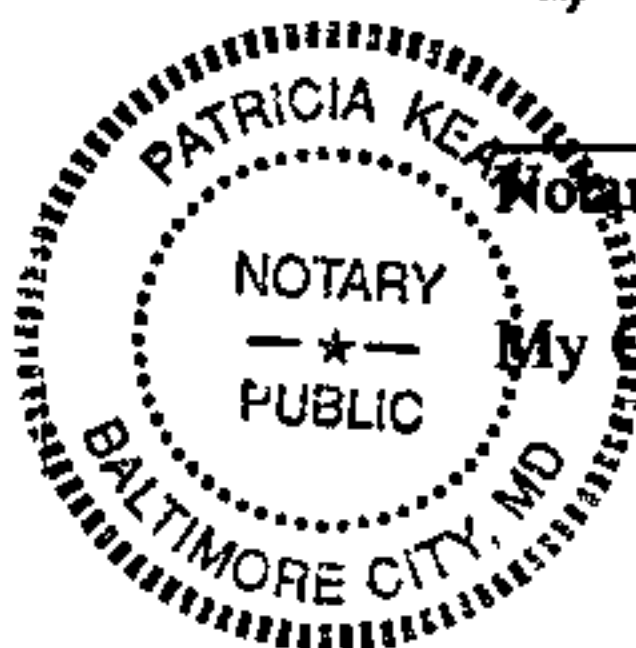
Its: Vice President

STATE OF MARYLAND

COUNTY OF BALTIMORE

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles R. [Signature] whose name as Vice President 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 this 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 23rd day of August, 1994.



[Signature]
Notary Public

My Commission Expires: 1/21/96

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