

PARTIAL RELEASE

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, that for value received, the undersigned, AMSOUTH BANK OF ALABAMA, an Alabama banking association ("Mortgagee"), as the holder of the following:

(i) Mortgage and Security Agreement dated November 7, 1989 executed by DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP ("DOM") in favor of Mortgagee, as recorded in Real 265, Page 415 in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office"), as amended by First Modification thereto dated February 16, 1990 recorded in Real 281, Page 4 in the Probate Office, Second Modification thereto dated August 29, 1990 recorded in Real 312, Page 189 in the Probate Office, Third Modification thereto dated September 7, 1990 recorded in Real 312, Page 194 in the Probate Office, Fourth Modification thereto dated September 28, 1990 recorded in Real 312, Page 199 in the Probate Office, Fifth Modification thereto dated June 6, 1991 recorded in Real 348, Page 187 in the Probate Office, Sixth Modification thereto dated March 27, 1992 recorded in Real 398, Page 858 in the Probate Office, Seventh Modification thereto dated December 31, 1992 and recorded in Instrument No. 1993-00174 in the Probate Office, Eighth Modification thereto dated June 1, 1994 and recorded as Instrument No. 1994-20496 in the Probate Office and as may be further amended from time to time;

(ii) Assignment of Rents and Leases dated November 7, 1989 executed by DOM in favor of Mortgagee, as recorded in Real 265, Page 443 in the Probate Office, as amended by First Amendment thereto dated June 6, 1991 recorded in Real 348, Page 168 in the Probate Office, Second Amendment thereto dated March 27, 1992 recorded in Real 398, Page 896 in the Probate Office, Third Amendment thereto dated December 31, 1992 and recorded in Instrument No. 1993-00173 in the Probate Office, Fourth Amendment thereto dated June 1, 1994 and recorded as Instrument No. 1994-20498 in the Probate Office and as may be further amended from time to time;

(iii) Mortgage, Security Agreement and Assignment of Rents and Leases dated June 6, 1991 executed by DOM in favor of Mortgagee, as recorded in Real 348, Page 208 in the Probate Office, as amended by First Amendment thereto dated March 27, 1992 recorded in Real 398, Page 878 in the Probate Office as amended by Second Amendment thereto dated December 31, 1992 and recorded in Instrument No. 1993-00175 in the Probate Office, Third Amendment thereto dated June 1, 1994 and recorded as Instrument No. 1994-20499 in the Probate Office and as may be further amended from time to time;

(iv) Mortgage, Security Agreement and Assignment of Rents and Leases dated as of March 27, 1992 executed by DOM in favor of Mortgagee, as recorded in Real 398, Page 964, in the Probate Office, as amended by First Amendment thereto dated December 31, 1992 and recorded in Instrument No. 1993-00176 in the Probate Office, Second Amendment thereto dated June 1, 1994 and recorded as Instrument No. 1994-20500 in the Probate Office and as may be further amended from time to time; and

(v) Mortgage, Security Agreement and Assignment of Rents and Leases dated March 27, 1992 executed by DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP, a Virginia limited partnership, in favor of Mortgagee, as recorded in Real 398, Page 915 in the Probate Office, as amended by First Amendment thereto dated December 31, 1992 and recorded as

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01/04/1995-00241

10:53 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 MCD 32.00

Sheila Ellis

Instrument No. 1993-00177 in the Probate Office, Second Amendment thereto dated March 1, 1994 and recorded as Instrument No. 1994-06936 in the Probate Office, Third Amendment thereto dated March 31, 1994 and recorded as Instrument No. 1994-10828 in the Probate Office, Fourth Amendment thereto dated June 1, 1994 and recorded as instrument No. 1994-20495 in the Probate Office and as the same may be further amended from time to time.

does hereby release and discharge from the lien and operation of the Mortgages and Assignments of Rents and Leases the following described parcel of land situated in Shelby County, Alabama, to-wit:

Lot 1, according to the Survey of Greystone, 4th Sector, as recorded in Map Book 16, Page 89 A, B & C in the Probate Office of Shelby County, Alabama.

Provided, however, that the execution of this release shall in no wise operate to release or impair the lien or security of the aforesaid Mortgages and Assignments of Rents and Leases upon the remainder of the property mortgaged and assigned thereby and all of the aforesaid Mortgages and Assignments of Rents and Leases shall remain in full force and effect in accordance with their terms with respect to all such remaining 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 29<sup>th</sup> day of December, 1994.

AMSOUTH BANK OF ALABAMA,  
an Alabama banking association

By: Arthur J. Sharbel, III  
Its: Vice President

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Arthur J. Sharbel, III whose name as Vice President of AMSOUTH BANK OF ALABAMA, an Alabama banking association, 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 29<sup>th</sup> day of December, 1994.

Anna L. Vacarella  
Notary Public MY COMMISSION EXPIRES OCTOBER 12, 1996  
My Commission Expires: \_\_\_\_\_

This Instrument Prepared By  
And Upon Recording Should Be  
Returned To:  
Stephen R. Monk  
Daniel Corporation  
P.O. Box 385001  
Birmingham, Alabama 35238-5001

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