

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 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 and (vii) Second Amendment to Second Amended and Restated Mortgage and Security Agreement dated as of December 30, 1994 and recorded as Instrument No. 1995-01731 in said Probate Office (collectively, the "Mortgage"), the following described parcel of land situated in Shelby County, Alabama, to wit:

Lots 35, 36, and 39, according to the Survey of Greystone - 7th Sector, Phase II, as recorded in Map Book 19, Page 121 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 the aforesaid 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 28th day of April, 1995.

UNITED STATES FIDELITY AND
GUARANTY COMPANY

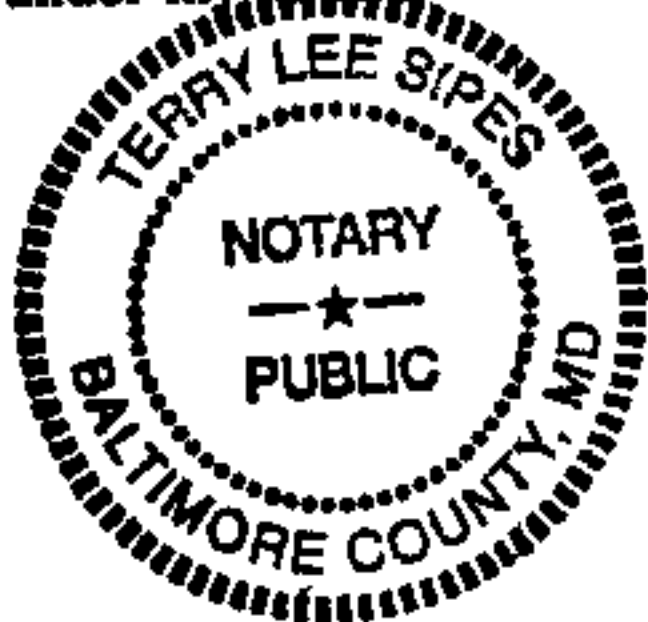
By: 

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. Werhane whose name as Vice President of UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland corporation, 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 28th day of April, 1995.




Notary Public

My Commission Expires: 4-9-96

05/09/1995-12133
11:19 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
16.50
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1995-12133