

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"), does hereby release and discharge from the lien and operation of that certain (i) Mortgage, Security Agreement and Assignment of Rents and Leases dated March 27, 1992 executed by Daniel U.S. Properties Limited Partnership in favor of Mortgagee, as recorded in Real 398, Page 915 in the Probate Office of Shelby County, Alabama, as amended by First Amendment thereto dated December 31, 1992 and recorded as Instrument No. 1993-00177 in said Probate Office, as amended by Second Amendment thereto dated as of March 1, 1994 and recorded as Instrument No. 1994-06936 in said Probate Office, as amended by Third Amendment thereto dated as of March 31, 1994 and recorded as Instrument No. 1994-10828 in said Probate Office and as amended by Fourth Amendment thereto dated as of June 1, 1994 and recorded as Instrument No. 1994-20495 in said Probate Office, as the same may be amended from time to time and (ii) Mortgage dated March 1, 1994, executed by Daniel U.S. Properties Limited Partnership II in favor of Mortgagee, recorded as Instrument No. 1994-06933 in said Probate Office as amended by First Amendment thereto dated March 31, 1994 and recorded as Instrument No. 1994-10827 in said Probate Office and Absolute Assignment of Rents and Leases dated as of March 1, 1994 and recorded as Instrument No. 1994-06935 in said Probate Office (collectively, the Mortgages"), the following described parcel of land situated in Shelby County, Alabama, to-wit:

Lot 6-B, according to a Resurvey of Lot 6, Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 20, Page 61 in the Office of the Judge of Probate 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 upon the remainder of the property mortgaged thereby and the aforesaid Mortgages 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 29th day of November, 1995.

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 29th day of November, 1995.

Arnold L. Vacarella
Notary Public MY COMMISSION EXPIRES OCTOBER 12, 1998
My Commission Expires: _____

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

Inst # 1996-00070

01/03/1996-00070
11:01 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 MCD 16.50