

**ALABAMA FORM PARTIAL RELEASE**

STATE OF Alabama )  
 )  
 COUNTY OF Jefferson )

**PARTIAL RELEASE OF  
 MORTGAGE** 1995-28881  
 (Book \_\_, Page \_\_)

THIS PARTIAL RELEASE OF MORTGAGE LIEN is made as of the 11th day of January, 1996, by and between NATIONSBANK, N.A. (SOUTH), a national banking association (successor by merger to NationsBank of Georgia, N.A.), as Administrative Agent for the Banks (as defined in the Mortgage, as hereinafter defined) ("Mortgagee") and D.R. HORTON, INC. - BIRMINGHAM, a Delaware corporation ("Mortgagor") (the words "Mortgagor" and "Mortgagee" to include their respective heirs, successors and assigns where the context hereof requires or permits);

**WITNESSETH:**

NOW KNOW ALL PERSONS BY THESE PRESENTS, that Mortgagee, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) in hand paid by Mortgagor to Mortgagee at and before the delivery of these presents, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby release and further discharge from the lien of that certain Mortgage, Assignment, Security Agreement and Financing Statement by Mortgagor to Mortgagee dated September 25, 1995, recorded at 1995-28881 (the Mortgage, Assignment, Security Agreement and Financing Statement, as amended and modified, being hereinafter referred to as the "Mortgage") without affecting the remainder of the real property encumbered by the Mortgage (including, without limitation, those easements and restrictions affecting the Property, hereinafter defined, and benefiting other property encumbered by the Mortgage), that certain piece, parcel or tract of land described in Exhibit A attached hereto and incorporated herein ("Property") unto Mortgagee.

THIS PARTIAL RELEASE OF MORTGAGE LIEN is made and given solely for the purpose of releasing the Property from the Mortgage and not for any other purpose including, without limitation, releasing the Property from any easements or restrictions benefiting any other property encumbered by the Mortgage. The Mortgage shall otherwise remain in full force and effect in accordance with its terms. Mortgagor, by accepting this of Partial Release of Mortgage Lien, reaffirms unto Mortgagee all of its indemnities in favor of Mortgagee and Banks under the documents evidencing, securing and otherwise executed in connection with the loan secured by the Mortgage including, without limitation, the indemnities set forth in the Environmental Indemnity Agreement between Mortgagor, Mortgagee and Banks dated May 2, 1995. Mortgagor, by accepting this Partial Release of Mortgage Lien, acknowledges that Mortgagor has no offsets, claims, counterclaims or defenses to the obligations of Mortgagor or the rights of Mortgagee and Banks under the Mortgage or the other documents evidencing, securing or otherwise executed in connection with the loan secured by the Mortgage and, to the extent that Mortgagor has any offsets, claims, counterclaims or defenses with respect to the aforesaid rights or obligations, Mortgagor hereby waives such offsets, claims, counterclaims or defenses.

Inst # 1996-04535

02/12/1996-04535  
 03:49 PM CERTIFIED  
 SHELBY COUNTY JUDGE OF PROBATE  
 004 SNA 16.00

IN WITNESS WHEREOF, Mortgagee and Mortgagor has caused these presents to be executed by its duly authorized officer(s) this 11th day of January, 1996.

NATIONSBANK, N.A. (SOUTH),  
a national banking association (successor by  
merger to NationsBank of Georgia, N.A.),  
as Administrative Agent for the Banks

WITNESSES:

Ellen Lovett

Kimberly M. Hester

By: Henry A. Dyer, Jr.  
Title: Senior Vice President

21712775.W51

## ACKNOWLEDGEMENT OF MORTGAGEE

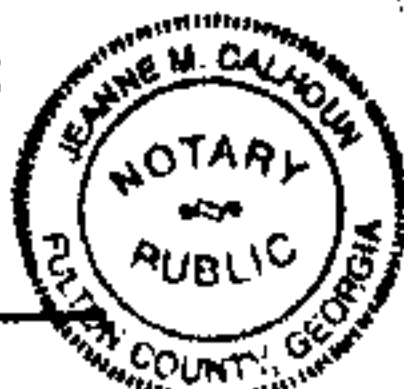
STATE OF GeorgiaCOUNTY OF Fulton

I, the undersigned, a notary public in and for said County in said State, do hereby certify that Henry A. Dyer Jr., who is the Sr. Vice Pres. of NATIONSBANK, N.A. (SOUTH), a national banking association (successor by merger to NationsBank of Georgia, N.A.) (the "Mortgagee"), whose name is signed to the foregoing instrument, and who is known by me and is known by me to be such Sr. Vice Pres., acknowledged before me on this day, being informed of the contents of said instrument, that he, in his capacity as aforesaid, and with full authority, executed the same voluntarily for and as the act of the Mortgagee.

Given under my hand and seal of office, this 11<sup>th</sup> day of January, 1996.

Jeanne M. Calhoun  
Notary Public

My Commission Expires:



My Commission Expires  
October 31, 1996

21712775.W51

EXHIBIT "A"

Lots 47, 50, 54, 57 and 67, according to the survey of Ivy Brook, Phase Two, Second Addition, as recorded in Map Book 20, Page 4 in the Probate Office of Shelby County, Alabama.

Lots 37, 82 and 85, according to the Survey of Ivy Brook, Phase Two, First Addition, as recorded in Map Book 19, Page 35 in the Probate Office of Shelby County, Alabama.

Lot 38, according to the Survey of Lenox Place Phase One, as recorded in Map Book 19, Page 44, in the Probate Office of Shelby County, Alabama.

Lots 10, 14, 16, and 19, according to the Survey of Brynleigh Estates, as recorded in Map Book 19, Page 139, in the Probate Office of Shelby County, Alabama.

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