

STATE OF ALABAMA )

COUNTY OF SHELBY )

**FULL SATISFACTION OF RECORDED LIEN**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, AMSOUTH BANK OF ALABAMA, an Alabama state banking corporation formerly known as AmSouth Bank N.A. ("Mortgagee"), acknowledges full payment of the indebtedness secured by the following (hereinafter collectively referred to as the "Mortgages"):

(a) Mortgage and Security Agreement dated November 7, 1989 executed by DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("Daniel Oak Mountain"), 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 as Instrument No. 1993-00174 in the Probate Office and Eighth Modification thereto dated June 1, 1994 and recorded as Instrument No. 1994-20496 in the Probate Office;

(b) Assignment of Rents and Leases dated November 7, 1989 executed by Daniel Oak Mountain 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;

(c) Mortgage, Security Agreement and Assignment of Rents and Leases dated June 6, 1991 executed by Daniel Oak Mountain 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;

(d) Mortgage, Security Agreement and Assignment of Rents and Leases dated as of March 27, 1992 executed by Daniel Oak Mountain 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;

(e) 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 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;

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SHELBY COUNTY JUDGE OF PROBATE  
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(f) Mortgage dated March 1, 1994 executed by DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP II, an Alabama limited partnership ("DUSPLII"), 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

(g) Absolute Assignment of Rents and Leases dated as of March 1, 1994 executed by DUSPLII in favor of Mortgagee, and recorded as Instrument No. 1994-06935 in said Probate Office.

The undersigned Mortgagee does hereby further release and satisfy the foregoing described Mortgages.

IN WITNESS WHEREOF, the undersigned Mortgagee has caused these presents to be executed on this 27<sup>th</sup> day of ~~January~~, 1996.

*February*

AMSOUTH BANK OF ALABAMA, an Alabama state banking corporation

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 state banking 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/she as such officer and with full authority, executed the same voluntarily for and as the act of said state banking association.

Given under my hand and official seal this 27<sup>th</sup> day of ~~January~~ <sup>February</sup>, 1996.

[NOTARIAL SEAL]

Lina 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, Esq.  
c/o Daniel Corporation  
1200 Corporate Drive  
Meadow Brook Corporate Park  
Birmingham, Alabama 35242

Inst # 1996-08748

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