

APR 23 '96 28 FR N NSBANK OF GA NA 404 642 1261 TO 59808407 P.02/04

**ALABAMA FORM PARTIAL RELEASE**

STATE OF ALABAMA )

COUNTY OF SHELBY )

**PARTIAL RELEASE OF  
MORTGAGE**

(Book \_\_\_\_\_, Page \_\_\_\_\_)

INSTRUMENT NUMBER 1995-28881 AND  
AMENDED BY INSTRUMENT NUMBER 1995-30203

THIS PARTIAL RELEASE OF MORTGAGE LIEN is made as of the \_\_\_\_ day of  
MAY, 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  
SHELBY COUNTY, AL (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.

**\*\*\*LEGAL DESCRIPTION:**

LOT 8, ACCORDING TO THE SURVEY OF LENOX PLACE, PHASE TWO,  
AS RECORDED IN MAP BOOK 19, PAGE 157, IN THE PROBATE OFFICE  
OF SHELBY COUNTY, ALABAMA.

08/20/1996-27058  
11:04 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 WCD 13.50

Inst # 1996-27058

APR 23 '96 20 FR N NSBANK OF GA NA 404 642 1261 TO 9808407 P.03/04

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

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

WITNESSES:

Ellen A. [Signature]  
Kim McAfee

By:

Title:

Henry A. Dyer, Jr.  
Senior Vice President

ACKNOWLEDGEMENT OF MORTGAGEE

STATE OF Georgia

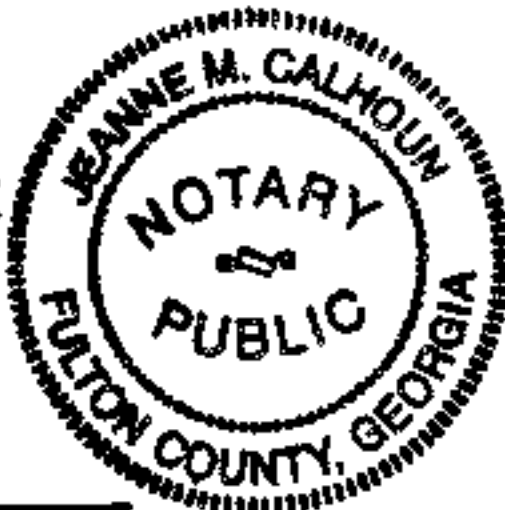
COUNTY OF Fulton

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 15 day of May, 1996.

Jeanne M. Calhoun  
Notary Public

My Commission Expires:



My Commission Expires  
October 31, 1996

21712775.W51

Inst # 1996-27058

08/20/1996-27058  
11:04 AM CERTIFIED  
BY COUNTY JUDGE OF PROBATE