


This document prepared by:

The Travelers Insurance Company
6750 Poplar Avenue, Suite 109
Memphis, Tennessee 38138
Attention: AgriFinance Department


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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA)
)
COUNTY OF SHELBY)

PARTIAL RELEASE OF MORTGAGE AND SECURITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned, **The Travelers Insurance Company** a Connecticut corporation whose address is 6750 Poplar Avenue, Suite 109, Memphis, Tennessee 38138, in its capacity as Collateral Agent for the Senior Note Holders under and as defined in the Note Purchase Agreement dated as of October 19, 2000, as may be amended from time to time between Borrower and the Senior Noteholders named therein ("**Lender**"), is the owner and holder of that certain Mortgage, Security Agreement and Assignment of Rents dated October 19, 2000, executed by **CAHABA FORESTS, LLC**, a Delaware corporation, whose address is 99 High Street, 26th Floor, Boston, Massachusetts 02110-2320, (the "**Borrower**"), recorded in the Office of the Probate, Judge of Shelby County, Alabama as Instrument Number 2000-36787 (the "**Mortgage**").

WHEREAS, for the consideration set forth below, Lender has agreed to release from the lien of the Mortgage, the real estate more fully described as follows in this "**Partial Release**" which serves as collateral under the Mortgage:

See Exhibit "A" attached hereto and made a part hereof.

Being a portion of the premises conveyed to Borrower by deed dated February 10, 2000, recorded in the Probate Office of Shelby County, Alabama as Instrument Number 2000-04451.

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, Lender does hereby release from the lien, operation and effect of said Mortgage, the real estate more particularly described hereinabove.

This is a PARTIAL RELEASE only. As to all other real estate described and conveyed in said Mortgage, the lien thereof shall remain in full force and effect unaffected by this Partial Release. Nothing herein shall be deemed a payment of the debt secured by said Mortgage. This Partial Release shall be recorded in the Office of Probate, Shelby County, Alabama.

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EXHIBIT A
Legal Description

Compartment Number CB 1104 Part

Section 18, Township 18 South, Range 2 East, Shelby County, Alabama

A parcel of land being all that part of Lots 17, 32, 33, 48, and 49 of Section 18 of Birmingham Acreage Company's First Subdivision as recorded in Map Book 3 Page 6 as recorded in the Office of the Judge of Probate of Shelby County, Alabama lying East of Shelby County Hwy 55 in Section 18, Township 18 South, Range 2 East in Shelby County, Alabama, and being more particularly described as follows:

Commence at the SE corner of Section 18, Township 18 South, Range 2 East, Shelby County, Alabama; thence N01°42'00"W, a distance of 669.53' to a SE corner of Lot 49 of Section 18 of Birmingham Acreage Company's First Subdivision as recorded in Map Book 3 Page 6 in the Office of the Judge of Probate in Shelby County, Alabama and being the POINT OF BEGINNING; thence continue northerly along said line, a distance of 3,347.64' to the NE corner of the SE 1/4 of the NE 1/4 of said Section and also the NE corner of Lot 17 of Section 18 of said Birmingham Acreage Company's First Subdivision; thence S85°15'31"W, a distance of 364.35' to the easterly prescriptive right-of-way of Shelby County Hwy. 55; thence S09°06'12"E along said right-of-way, a distance of 319.13'; thence S05°05'09"E along said right-of-way, a distance of 602.80'; thence S00°40'19"E along said right-of-way, a distance of 122.63'; thence S14°55'38"W along said right-of-way, a distance of 529.35'; thence S01°53'09"W along said right-of-way, a distance of 94.15'; thence S02°59'58"E along said right-of-way, a distance of 594.88'; thence S01°50'33"W along said right-of-way, a distance of 208.91'; thence S14°17'46"W along said right-of-way, a distance of 287.79'; thence S00°04'29"W along said right-of-way a distance of 107.21'; thence S10°25'22"E along said right-of-way, a distance of 515.05'; thence N87°03'00"E and leaving said right-of-way, a distance of 450.71' to the POINT OF BEGINNING.