


This document prepared by:

Metropolitan Life Insurance Company
6750 Poplar Avenue, Suite 109
Memphis, Tennessee 38138


20081215000466280 1/3 \$17.00
Shelby Cnty Judge of Probate, AL
12/15/2008 02:51:19PM FILED/CERT

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

PARTIAL RELEASE OF MORTGAGE AND SECURITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned, **MetLife Insurance Company of Connecticut**, f/k/a **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.

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.

IN WITNESS WHEREOF, the Lender has caused this Partial Release to be properly executed on this 5th day of November, 2008.

LENDER:

**METLIFE INSURANCE COMPANY OF
CONNECTICUT, f/k/a TRAVELERS INSURANCE
COMPANY, a Connecticut corporation**

By: Metropolitan Life Insurance Company
a New York corporation
Its: Investment Manager

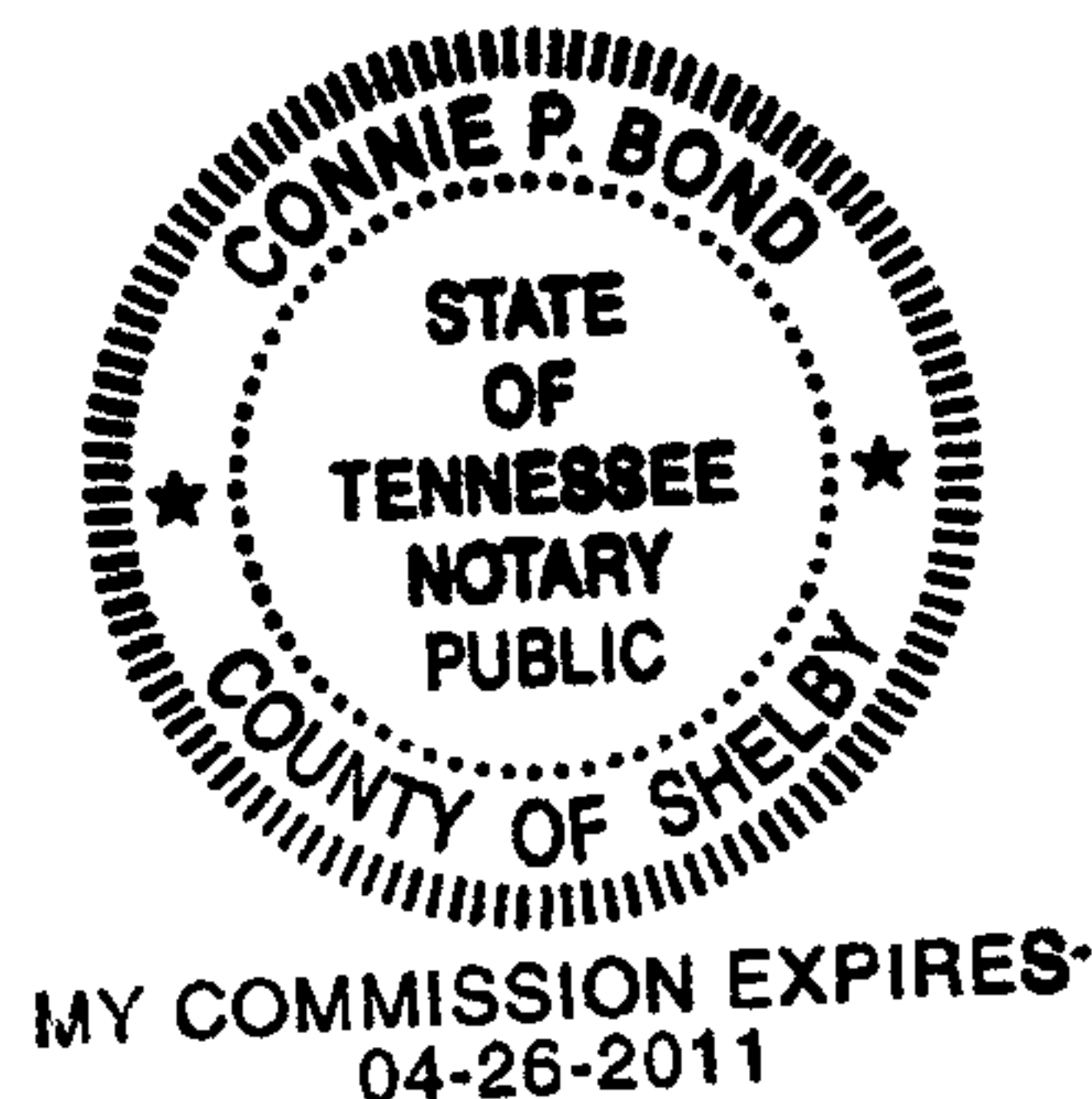
By: C. Ray Smith
C. Ray Smith, Director

STATE OF TENNESSEE)
COUNTY OF SHELBY)

I, Connie P. Bond, a Notary Public in and for said County in said State, hereby certify that C. Ray Smith, whose name as Director of **METLIFE INSURANCE COMPANY OF CONNECTICUT, f/k/a TRAVELERS INSURANCE COMPANY**, a Connecticut corporation, has signed the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said 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 seal, this 5th day of November, 2008.

(SEAL)



Connie P. Bond
NOTARY PUBLIC

My Commission Expires: 4-26-2011

EXHIBIT A
Legal Description of Proposed Sale Land
Compartment Number CB 6055 & 6061

Township 21 South, Range 4 West, Shelby County, Alabama

Section 17: The West One-Half of the Southwest Quarter (W1/2 of SW1/4).

Section 19: The West One-Half of the Northeast Quarter (W1/2 of NE1/4);

The Northeast Quarter of the Northwest Quarter (NE1/4 of NW1/4);

The East One-Half of the Northwest Quarter of the Northwest Quarter
(E1/2 of NW1/4 of NW1/4);

The Northwest Quarter of the Southeast Quarter (NW1/4 of SE1/4);

The North One-Half of the Southwest Quarter (N1/2 of SW1/4);

LESS AND EXCEPT a parcel sold to Alabama Power Company dated February 20, 1997 and recorded by Instrument Number 1997-13759 in the Probate Office, described as follows: A strip of land one hundred (100) feet in width which lies within the N1/2 of Section 19, said strip is more particularly described as follows: To reach the point of beginning of the strip, commence at the Southwest corner of Section 18, Township 21 South, Range 4 West; thence run North along the West boundary line of said Section 18 a distance of 214.6 feet to a point; thence turn a deflection angle to the right of 102 degrees 28 minutes and run South 67 degrees 39 minutes 00 seconds East a distance of 713 feet, more or less, to a point, such point being the point of beginning of the strip of land herein described; therefrom, the strip lies 50 feet on each side of a center line and the continuations thereof which begins as such point of beginning and continues South 67 degrees 39 minutes 00 seconds East a distance of 733.0 feet to a point; thence center line turns a deflection angle to the left of 01 degree 30 minutes and runs South 69 degrees 09 minutes 00 seconds East a distance of 2,891 feet, more or less, to a point, such point being the center line of the Cahaba River; such point also being the point of ending of the strip of land herein described.