

RETURN TO:  
JOH W. MONROE, JR.  
EMMANUEL, SHEPPARD & CONDON  
305. SPRING STREET  
PENSACOLA, FL 32502  
A0458-120775

20090825000326930 1/1 \$12.00  
Shelby Cnty Judge of Probate, AL  
08/25/2009 12:49:20 PM FILED/CERT

This Document Prepared By:  
**MGC MORTGAGE, INC.**  
Document Control  
P.O. Box 251686  
Plano, Texas 75025-9933  
BC 677701  
Borrower: Adams Homes

### PARTIAL RELEASE OF MORTGAGE

Know All Men By These Presents:

That, LNV Corporation, a Nevada Corporation, the assignee of the rights of the beneficiary under a certain First Mortgage and Security Agreement executed by Adams Homes, LLC, an Alabama limited liability company (Mortgagors), and IndyMac Bank F.S.B., (Mortgagee), bearing the date December 23, 2005, recorded on January 23, 2006, as Instrument Number 20060123000035250, and of a certain Corrective First Mortgage and Security Agreement, executed by Adams Homes, LLC, an Alabama limited liability company, bearing the date December 23, 2005, recorded on October 4, 2006, as Instrument Number 20061004000491100, in the Official Records of the Office of the Judge of Probate of Shelby County, State of Alabama, securing one certain Note in the principal sum of \$60,000,000.00 (Sixty Million and No/100 Dollars), and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County and all amendment(s) thereto described as follows, to wit:

Lots 250 and 251, The Lakes at Hidden Forest Phase 2, according to the plat thereof, recorded in Map Book 37, Page 12 A & B, as recorded in the Office of the Judge of Probate of Shelby County, Alabama.

**IT IS EXPRESSLY UNDERSTOOD AND AGREED** that this is a partial reconveyance and releases the lien as to the property herein described and that nothing herein contained shall in any way release, affect, alter, diminish, or impair any other mortgage, lien, or security interest covering or securing the Note, and nothing herein contained shall in any way release, effect, diminish, impair or alter the terms of any other mortgage, lien, or other security instrument securing the debt evidenced by the Note, each of which shall remain in full force and effect in accordance with their terms, without limitation.

IN WITNESS WHEREOF, LNV Corporation, a Nevada Corporation by the officer duly authorized, has duly executed the foregoing instrument on ~~June~~ July 29, 2009.

Witness: Jo Evans  
Linda Hilton Jo Evans

Robin Place  
Witness: Robin Place

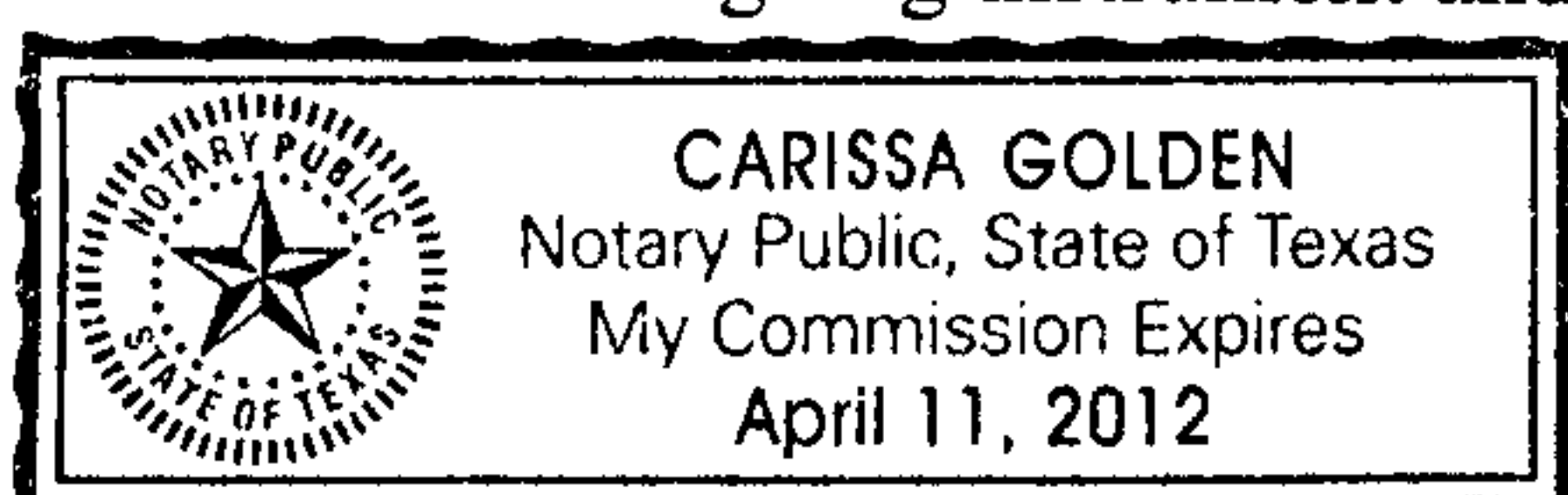
LNV Corporation, a Nevada Corporation

By: James Erwin, Sr. Vice President

### ACKNOWLEDGEMENT

STATE OF TEXAS §  
COUNTY OF COLLIN §

I hereby certify that on this 29 day of ~~June~~ July, A.D. 2009 before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared James Erwin, the Sr. Vice-President of LNV Corporation, a Nevada Corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.



Carissa Golden  
Carissa Golden  
Notary Public, State of Texas  
My commission expires: 4-12-2012

A F F I X NOTARY SEAL