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RETURN TO:  
JOHN W. MONROE, JR.  
EMMANUEL, SHEPPARD & CONDON  
30 S. SPRING STREET  
PENSACOLA, FL 32502

AC458-125548 nfr

20110906000262720 1/1 \$14.00  
Shelby Cnty Judge of Probate, AL  
09/06/2011 02:00:08 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 FIRST MORTGAGE AND SECURITY AGREEMENT

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 (the "Mortgage"), 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, and of a certain Loan Modification and Spreader Agreement executed by Adams Homes, L.L.C., an Alabama Limited Liability Company ("Borrower") and IndyMac Bank, F.S.B. ("Lender") bearing the date April 13, 2006, recorded April 24, 2006, as Instrument No. 20060424000189840 in the Official Records of the Office of the Judge of Probate of Shelby County, State of Alabama, securing one certain Promissory Note dated June 30, 2005 in the original principal sum of \$60,000,000.00 (Sixty Million and No/100 Dollars) (the "Note"), and certain promises and obligations set forth in said Mortgage, upon the property situate in said State and County and all amendment(s) thereto described as follows, to wit:


Lot 178, Lakes at Hidden Forest Phase 1, according to the plat thereof, as recorded in Map Book 36, Page 115, 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 JULY 25, 2011.

LNV Corporation, a Nevada corporation

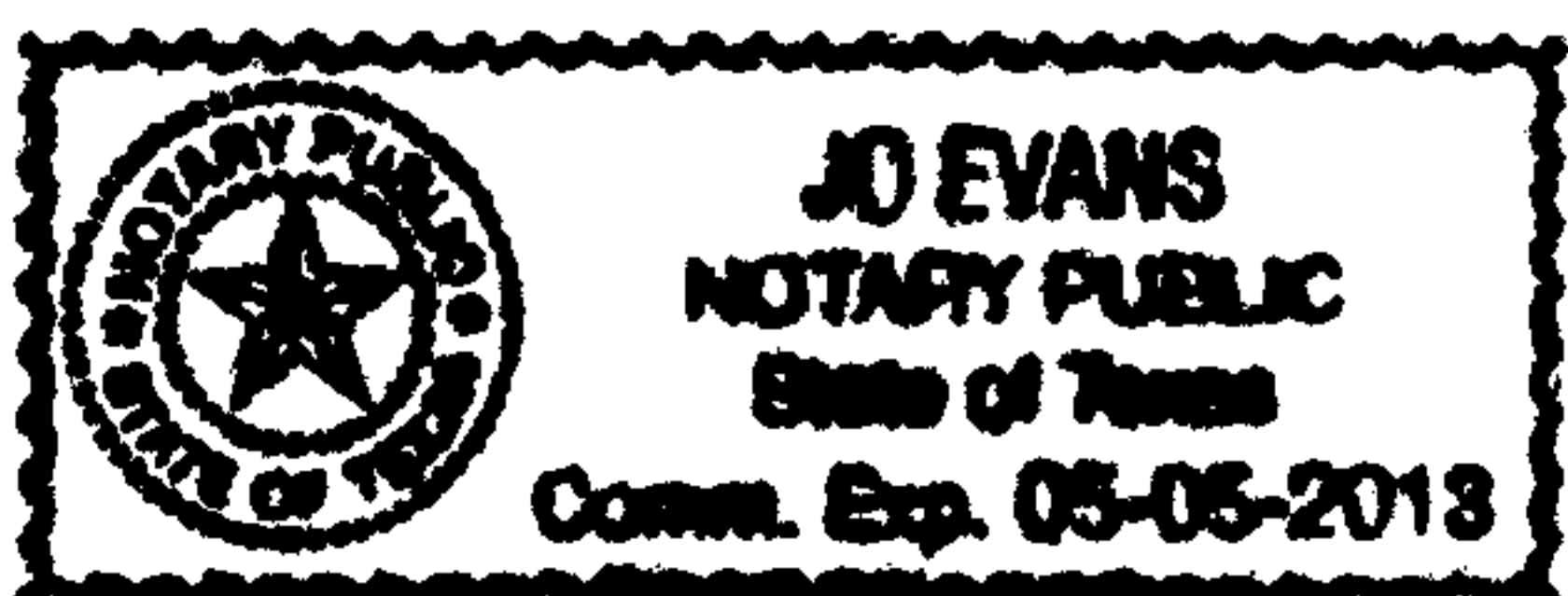
By: 

James Erwin, Sr. Vice President 

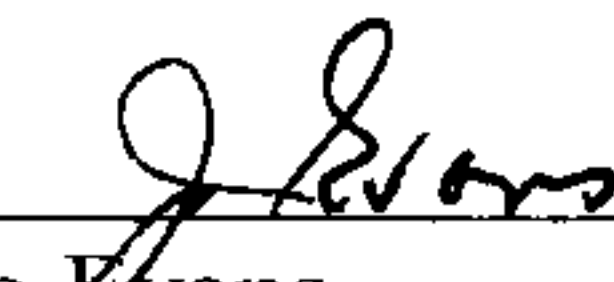
### ACKNOWLEDGMENT

STATE OF TEXAS §  
COUNTY OF COLLIN §

I hereby certify that on this 25 day of July, A.D. 2011, 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.



A F F I X NOTARY SEAL

  
Jo Evans  
Notary Public, State of Texas  
My commission expires: May 5, 2013