

20140122000021610 1/1 \$15.00  
Shelby Cnty Judge of Probate, AL  
01/22/2014 02:50:04 PM FILED/CERT

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

PC-154-130363-111  
This Document Prepared By and

After Recording Return to:

CLMG Corp.

Anna Bikowski, Supervisor Lien Release

7195 Dallas Parkway

Plano, Texas 75024

BC 677701 REL 370

Borrower: Adams Homes

### PARTIAL RELEASE OF FIRST MORTGAGE AND SECURITY AGREEMENT

Know All Men By These Presents:

That, LNV Corporation, a Nevada corporation, whose address is 7195 Dallas Parkway, Plano, TX 75024, is the assignee of the rights of the beneficiary under a certain First Mortgage and Security Agreement (the "Mortgage") executed by Adams Homes, LLC, an Alabama limited liability company ("Mortgagor"), and IndyMac Bank F.S.B. ("Mortgagee"), bearing the date December 23, 2005, recorded on January 23, 2006, as Instrument Number 20060123000035250 as modified by that Loan Modification and Spreader Agreement dated January 11, 2007, recorded January 17, 2007, as Instrument No. 20070117000024850 in the Official Records of the Office of the Judge of Probate of Shelby County, State of Alabama. The Mortgage secures that 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. LNV Corporation, for and in consideration of \$10.00 and other good and valuable consideration, does hereby release from the Mortgage the following described property situate in said State and County described as follows, to wit:

Lot 94, The Lakes at Hidden Forest Phase 2, according to the plat thereof, as recorded in Map Book 37, Page 12 A & B, in the Office of the Judge of Probate of Shelby County, Alabama (the "Released Property").

**IT IS EXPRESSLY UNDERSTOOD AND AGREED** that this is a partial reconveyance and releases the lien as to the Released Property only and that nothing herein contained shall in any way release, affect, alter, diminish, or impair the Mortgage as it relates to and encumbers any property other than the Released Property, or 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 1/13/14, 2014.

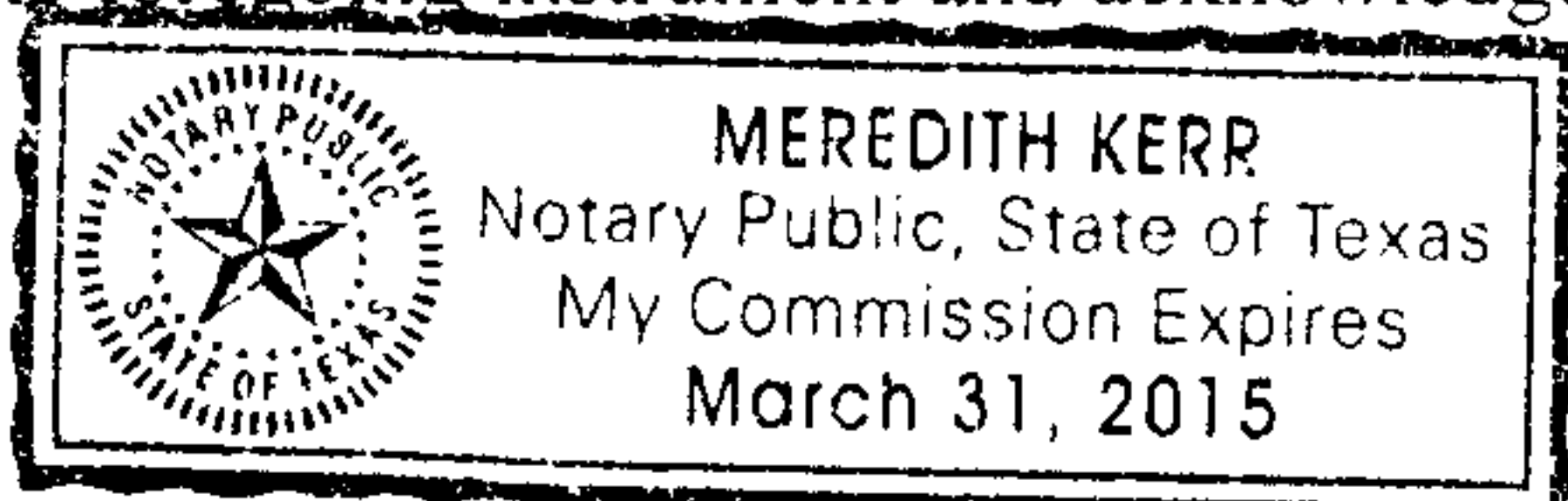
LNV Corporation, a Nevada corporation

By: [Signature]  
James Erwin, Sr. Vice President

### ACKNOWLEDGEMENT

STATE OF TEXAS §  
COUNTY OF COLLIN §

I hereby certify that on this 13th day of January, A.D. 2014, 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.



[Signature]  
Meredith Kerr, Notary Public, State of Texas  
My commission expires: March 31, 2015