BK 3313

12-6-60

RELEASE

WHEREAS, by a certain instrument of record in Book 3092, page 496, Register's Office for Davidson County, Tennessee, the undersigned OMAN CONSTRUCTION COMPANY, INC., a Tennessee corporation, entered into a certain agreement with BROOKFIELD HOMES, INC., LINBAR HOMES, INC., and MARTIN CONSTRUCTION COMPANY, hereinafter referred to as FIRST PARTIES, and BARRY ZEITLIN, JOE ZEITLIN, and MARTIN L. ZEITLIN, referred to as SECOND PARTIES, under the terms of which OMAN CONSTRUCTION COMPANY, INC. contracted to construct roads, water and sewerage facilities on certain property as identified in said agreement, reference being made thereto for all of its terms and particulars, and to secure the payment of the contract consideration for such construction, retained and was granted a lien upon said property, and

WHEREAS, FIRST PARTIES have subsequently caused a portion of said property, as identified and described in the above identified agreement, to be subdivided into residential lots, said plan of subdivision being the Plan of Kenilworth Estates, Section One, of record in Book 2900, pages 105-106, in the Register's Office for Davidson County, Tennessee; and

WHEREAS, the FIRST PARTIES AND SECOND PARTIES have requested that the lien securing the indebtedness to the undersigned be released as to a portion of the property described in said agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, and in further consideration of the payment of a valuable consideration to the undersigned, receipt of which is hereby acknowledged, the undersigned OMAN CONSTRUCTION COMPANY, INC. does hereby release the lien of said indebtedness in and to a portion of the land identified above, said portion being described as follows:

Lots Nos. 18 and 37

as shown on the Plan of Kenilworth Estates, Section 3 of record in Book 2900, pages 105-106 in the Register's Office for Davidson County, Tennessee, to which plan specific reference is made for a more complete description.

It is expressly understood and agreed, however, that this release applies to, and affects, only the above described lots, and that the lien retained by the undersigned, as above identified, shall remain in full force

PG 621