

PARTIAL RELEASE OF LIEN

PARTIAL RELEASE, dated as of August 15, 1980, made by the UNITED STATES OF AMERICA (hereinafter called the "Government") to ALAMO POWER DISTRICT NO. 3 (hereinafter called the "Corporation")

WHEREAS, the Corporation, to evidence loans made to the Corporation by the Government pursuant to the Rural Electrification Act of 1936, as amended, has executed certain mortgage notes (hereinafter collectively called the "Security Instruments"):

<u>Instrument</u>	<u>Date As Of</u>
Mortgage	May 5, 1941
Supplemental Mortgage	January 14, 1958

WHEREAS, the indebtedness evidenced by the Notes is the only indebtedness as of the date hereof secured by the Security Instruments; and

WHEREAS, the Corporation has requested that certain property hereinafter described be released from the lien of the Security Instrument;

NOW, THEREFORE, THESE PRESENT WITNESSETH that, in consideration of the sum of one dollar in hand paid by the Corporation to the Government at the time of the delivery of these presents, the receipt whereof is hereby acknowledged, the Government does hereby release and discharge unto the Corporation, its successors and assigns, all right, title interest, claim or demand whatsoever which the Government may have acquired by or through the Security Instrument, or any of them, in and to the following described property, and does hereby quitclaim said property unto the Corporation, its successors and assigns forever:

Commencing at a point 200 feet South of the center of Sec. 5, T. 7S., R. 61E., M.D.M. (said point of beginning being otherwise described as 200 feet South of the Northeast Corner of the NE¼ of the SW¼ of said Section 5), running thence South (on the Quarter Section line) 287 feet; thence West 339 feet, thence North 100 feet; thence on an angle of about N. 60° E. about 385 feet to the point of beginning. Containing an area of about 1.5 acres in said NE¼SW¼ Section 5.

... AND TO HOLD said property unto the Corporation, its  
... and assigns forever, free, clear and discharged of  
... and all liens and claims of the Government under  
... of any or all the Security Instruments.

THIS RELEASE is made by the Government and accepted  
by the Corporation of the express condition that it shall not  
in any way affect or impair the liens and security of the  
Security Instruments, or any of them upon other premises and  
properties now subject thereto and not expressly released hereby.  
This release is made and accepted without covenant or warranty,  
express or implied at law or in equity, and without recourse  
to the Government in any event or in any contingency.

IN WITNESS WHEREOF, the Government has caused this  
instrument to be duly executed in their behalf, all as of the  
day and year first above written.

UNITED STATES OF AMERICA

By William E. Davis  
Title Director, Alamo Power District  
For the administrator of the  
Rural Electrification  
Administration

DISTRICT OF COLUMBIA :ss.

On this 30<sup>th</sup> day of December, 1988, before me,  
the undersigned Notary Public, personally appeared William E.  
Davis, known to me to be the Director,  
Distribution Systems Division

whose name is subscribed to the within and foregoing instrument and  
acknowledged to me that he executed the same

WITNESS my hand and seal the day and year first above  
written.

A. J. Nolan  
Notary Public for District of  
Columbia.  
My commission expires \_\_\_\_\_

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Alamo Power District No. 3

January 18, 1994

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Yuriko Setzer

By Leslie Boncher, Deput