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FIRST AMENDMENT TO AMENDED AND RESTATED
INDENTURE OF MORTGAGE AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO AMENDED AND RESTATED INDENTURE OF MORTGAGE AND SECURITY AGREEMENT is dated as of June 2, 1988 between DANIEL MEADOW BROOK III LIMITED PARTNERSHIP, a Virginia limited partnership, formerly known as Daniel Meadow Brook III, L.P., doing business in the State of Alabama as Daniel Meadow Brook III, Limited Partnership (the "Grantor"), and UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland corporation and FIDELITY AND GUARANTY LIFE INSURANCE COMPANY, a Maryland corporation (collectively, the "Mortgagee").

W I T N E S S E T H:

WHEREAS, Grantor has heretofore executed and delivered to AmSouth Bank N.A., a national banking association ("AmSouth"), an Amended and Restated Indenture of Mortgage and Security Agreement dated as of August 28, 1987 (the "Mortgage") and recorded in Book 148, Page 694, in the Probate Office of Shelby County, Alabama. Capitalized terms not otherwise expressly defined herein shall have the same meanings given them in the Mortgage; and

WHEREAS, pursuant to Assignment of Note, Mortgage and Assignment of Rents and Leases dated as of June 1, 1988 and recorded immediately prior hereto in the Probate Office of Shelby County, Alabama, AmSouth has transferred and assigned to Mortgagee all of the right, title and interest of AmSouth in the Mortgage; and

WHEREAS, Grantor and Mortgagee desire to amend the Mortgage to correct the defined term "Assignee" and to reflect the proper legal description of the Land Parcel as the result of a subdivision.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties do hereby agree as follows:

1. Schedule A. Schedule A attached to and incorporated into the Mortgage is hereby deleted in its entirety and Schedule A/Revised 6/1/88 attached hereto and incorporated herein by reference is substituted in lieu thereof.

2. Definition. The definition of "Assignee" set forth on Page 5 of the Mortgage is hereby deleted in its entirety and the following shall be inserted in lieu thereof:

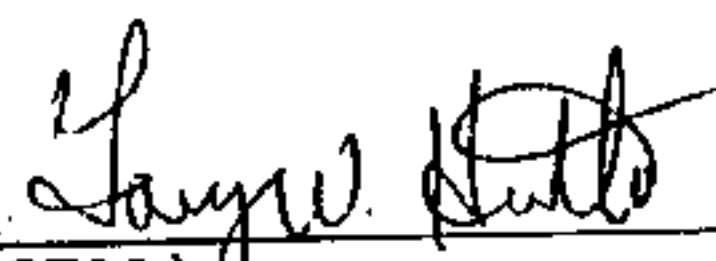
"Assignee" means, collectively, United States Fidelity and Guaranty Company, a Maryland corporation, and Fidelity and Guaranty Life Insurance Company, a Maryland corporation, and each of their registered assigns.

3. Full Force and Effect. Except as expressly modified and amended hereby, all of the terms and conditions of the Mortgage shall remain in full force and effect.

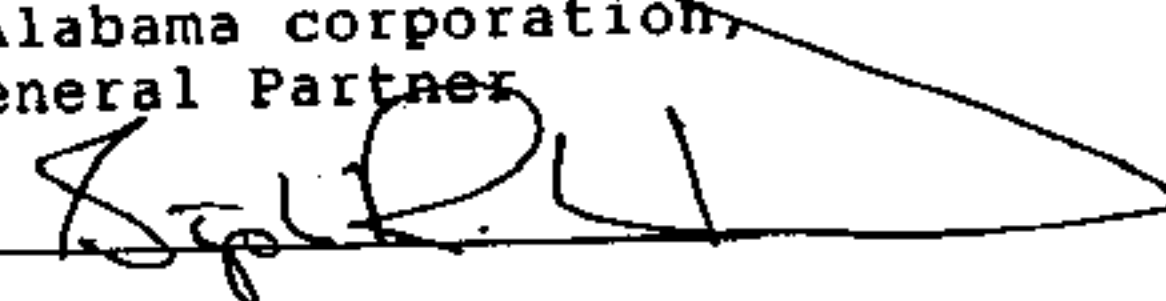
IN WITNESS WHEREOF, the Grantor has caused this First Amendment to be duly executed, as of the day and year first above written.

DANIEL MEADOW BROOK III
LIMITED PARTNERSHIP,
a Virginia limited partnership

ATTEST:


(SEAL)
Name: GARY W. HUTTO
Title: Assistant Secretary

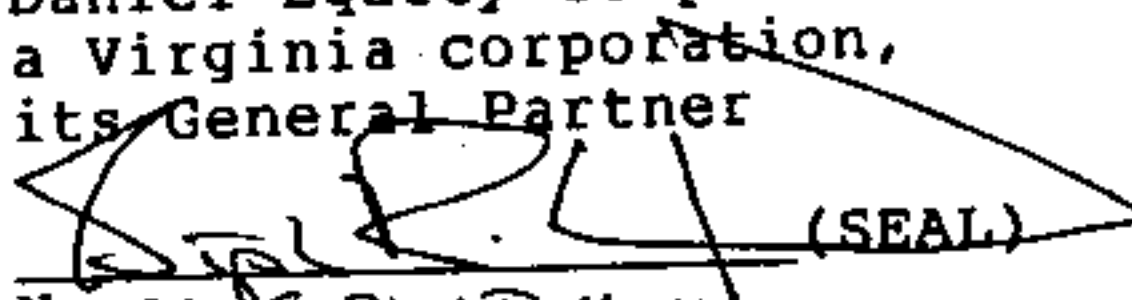
By: Daniel Realty Corporation,
an Alabama corporation,
a General Partner

By: 
Name: STEPHEN R. MONK
Title: SENIOR VICE PRESIDENT

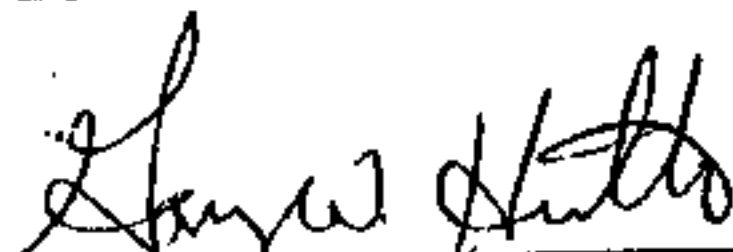
By: Daniel Realty Company,
a New York general partnership,
a General Partner

By: Daniel Equity Partners
Limited Partnership,
a Virginia limited
partnership, its Managing
Partner

By: Daniel Equity Corporation I,
a Virginia corporation,
its General Partner

By:  (SEAL)
Name: STEPHEN R. MONK
Title: SENIOR VICE PRESIDENT

ATTEST:


Name: GARY W. HUTTO
Title: ASSISTANT SECRETARY

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ATTEST:

William F. Spillett
Name: WILLIAM F. SPILLETT
Title: VP - Secretary

UNITED STATES FIDELITY AND
GUARANTY COMPANY

By: Ronald A. Hobbes (SEAL)
Name: RONALD A. HOBBS
Title: ASST. VICE PRESIDENT

ATTEST:

William F. Spillett
Name: WILLIAM F. SPILLETT
Title: VP - Secretary

FIDELITY AND GUARANTY LIFE
INSURANCE COMPANY

By: Ronald A. Hobbes (SEAL)
Name: RONALD A. HOBBS
Title: ~~ASST.~~ AUTHORIZED SIGNER

STATE OF ALABAMA)
COUNTY OF SHELBY)

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I, a Notary Public in and for said County in said State, hereby certify that STEPHEN R. MONK, whose name as SENIOR VICE PRESIDENT of DANIEL REALTY CORPORATION, an Alabama corporation, as a General Partner of Daniel Meadow Brook III Limited Partnership, a Virginia limited partnership, is signed to the foregoing First Amendment to Amended and Restated Indenture of Mortgage and Security Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation acting in its capacity as General Partner as aforesaid.

GIVEN under my hand and seal of office this 2ND day of JUNE, 1988.

Sheila D. Ellis
Notary Public
My Commission Expires: 2/5/90

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, a Notary Public in and for said County in said State, hereby certify that STEPHEN R. MORRIS whose name as SENIOR VICE PRESIDENT of Daniel Equity Corporation I, a Virginia corporation, as general partner of Daniel Equity Partners Limited Partnership, a Virginia limited partnership, as managing partner of DANIEL REALTY COMPANY, a New York general partnership, a General Partner of Daniel Meadow Brook III Limited Partnership, a Virginia limited partnership, is signed to the foregoing First Amendment to Amended and Restated Indenture of Mortgage and Security Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation acting in its capacity as General Partner as aforesaid.

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Given under my hand and seal of office this 2ND day of JUNE, 1988.

Sheila D. Ellis
Notary Public
My Commission Expires: 2/5/90

BOOK

STATE OF MARYLAND)
CITY OF BALTIMORE)

SS.:

I HEREBY CERTIFY, that on this 1 day of June, 1988 before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared, Donald A. Nushue who acknowledged himself to be the Assistant President of UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland corporation, and that he as such Assistant President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Assistant President.

Given under my hand and official seal, this the 1 day of June, 1988.

Rhonda Adkins
Notary Public
My Commission Expires: July 1, 1990

STATE OF MARYLAND)
CITY OF BALTIMORE)

SS.:

I HEREBY CERTIFY, that on this 1 day of June, 1988 before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared, Ronald Hughes who acknowledged himself to be the Authorized Signer President of FIDELITY AND GUARANTY LIFE INSURANCE COMPANY, a Maryland corporation, and that he as such Authorized Signer President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Authorized Signer President.

Given under my hand and official seal, this the 1 day of June, 1988.

Rhonda Adkins
Notary Public
My Commission Expires: July 1, 1990

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SCHEDULE A/REVISED 6/1/88
ATTACHED AND INCORPORATED BY
REFERENCE TO AMENDED AND RESTATED INDENTURE
OF MORTGAGE AND SECURITY AGREEMENT
DATED AS OF AUGUST 28, 1987, AS AMENDED

Lot 1, according to the Map and Survey of Meadow Brook Corporate
Park South, Phase I, as recorded in Map Book 11, Page 72, in the
Probate Office of Shelby County, Alabama, dated as of October,
1987.

BOOK 187 PAGE 578

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

88 JUN -2 PM 4:08

Robert G. Cunningham Jr.
JUDGE OF PROBATE

RECORDING FEES	
Recording Fee	\$1500
Index Fee	100
TOTAL	\$1600