

1051

FIRST AMENDMENT TO
INDENTURE OF MORTGAGE AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO INDENTURE OF MORTGAGE AND SECURITY AGREEMENT dated as of July 13th, 1988 by DANIEL MEADOW BROOK ONE LIMITED PARTNERSHIP, a Virginia limited partnership ("Grantor"), and UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland corporation, and USF&G REALTY, INC., a Delaware corporation (collectively, the "Mortgagee").

W I T N E S S E T H:

WHEREAS, Grantor has heretofore executed and delivered to Mortgagee an Indenture of Mortgage and Security Agreement dated as of September 1, 1987 (the "Mortgage") and recorded in Book 148, Page 774 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, Grantor and Mortgagee desire to amend the Mortgage 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 7/13/88 attached hereto and incorporated herein by reference is substituted in lieu thereof.

2. 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.

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Daniel Realty

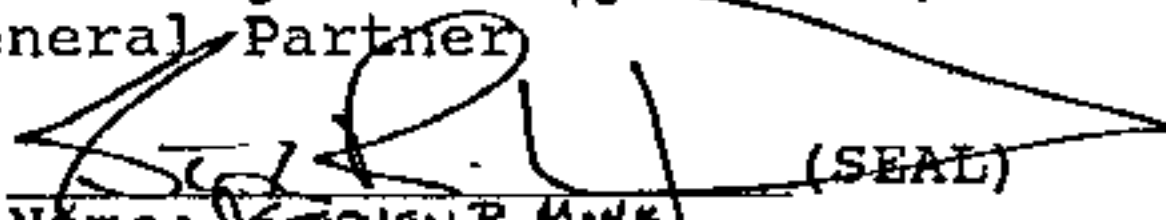
IN WITNESS WHEREOF, the Grantor and Mortgagee have caused this First Amendment to be duly executed as of the day and year first above written.

DANIEL MEADOW BROOK ONE LIMITED PARTNERSHIP, a Virginia limited partnership

By: Daniel Realty Investment Corporation - Meadow Brook One, a Virginia corporation, a General Partner

Attest:



Name: Gary W. Hutto
Title: Assistant Secretary

By:  (SEAL)
Name: STEPHEN R. MONK
Title: Senior Vice President

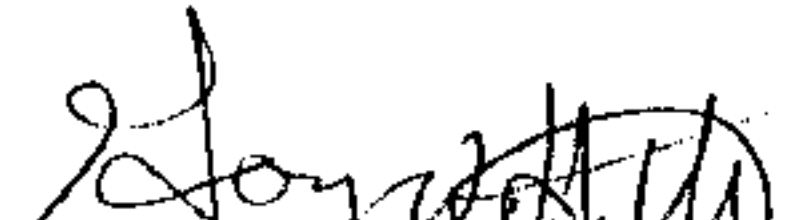
By: Daniel Realty Company, a New York general partnership, a General Partner

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

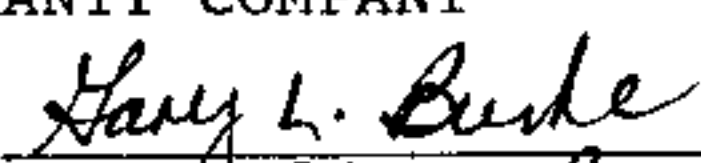
Attest:


Name: GARY W. HUTTO
Title: Assistant Secretary


Attest:


Name: WILLIAM F. SPLIEDT
Title: VP- Secretary

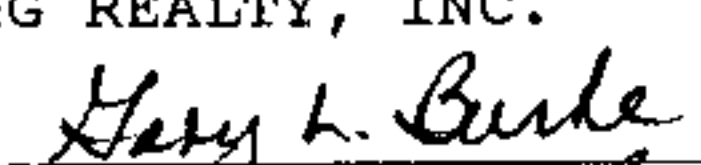
UNITED STATES FIDELITY AND GUARANTY COMPANY

By: 
Name: GARY L. BURKE
Title: Authorized Officer

Attest:


Name: WILLIAM F. SPLIEDT
Title: Secretary

USF&G REALTY, INC.

By: 
Name: GARY L. BURKE
Title: Real Estate Investment Officer

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STATE OF ALABAMA)
COUNTY OF SHELBY)

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 INVESTMENT CORPORATION-MEADOW BROOK ONE, a Virginia corporation, a general partner of DANIEL MEADOW BROOK ONE LIMITED PARTNERSHIP, a Virginia limited partnership, is signed to the foregoing First Amendment to 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 9th day of JULY, 1988.

(SEAL)

Sheila D. Ellis
Notary Public

My Commission Expires: 2/5/90

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STATE OF ALABAMA)
COUNTY OF SHELBY)

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 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 ONE LIMITED PARTNERSHIP, a Virginia limited partnership, is signed to the foregoing First Amendment to 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 9th day of JULY, 1988.

(SEAL)

Sheila D. Ellis
Notary Public

My Commission Expires: 2/5/90

STATE OF MARYLAND)
CITY OF BALTIMORE)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Cary A. Burke whose name as Quilts Officer of UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland corporation, is signed to the foregoing First Amendment to 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.

Given under my hand and official seal, this the 12 day of July, 1988.

(SEAL)

Rhonda Adkins
Notary Public

My Commission Expires: July 1, 1990

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STATE OF MARYLAND)

CITY OF BALTIMORE)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Michael Gay Bull whose name as Michael Gay Bull of USF&G REALTY, INC., a Delaware corporation, is signed to the foregoing First Amendment to 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.

Given under my hand and official seal, this the 12 day of July, 1988.

(SEAL)

Michael Gay Bull
Notary Public

My Commission Expires: July 1, 1990

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SCHEDULE A/REVISED 7/13/88
ATTACHED AND INCORPORATED BY REFERENCE
TO INDENTURE OF MORTGAGE AND
SECURITY AGREEMENT DATED AS OF
SEPTEMBER 1, 1987, AS AMENDED

Lots 2 and 4, according to the Map and Survey of Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 12, Page 10, in the Probate Office of Shelby County, Alabama, dated February, 1988.

TOGETHER WITH THE FOLLOWING NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS ACROSS LOT B, ACCORDING TO THE MAP AND SURVEY OF MEADOW BROOK CORPORATE PARK SOUTH, PHASE II, AS RECORDED IN MAP BOOK 12, PAGE 10, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, DATED FEBRUARY, 1988, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at the Southeast corner of the S.W. 1/4 of the S.E. 1/4 of Section 31, Township 18 South, Range 1 West; thence Northerly along the East line of said 1/4-1/4 section a distance of 1115.12 feet to the point of intersection of said East line with the Southerly right-of-way line of U.S. Highway #280; thence $96^{\circ}46'03''$ to the left in a Southwesterly direction along said highway right-of-way line a distance of 1634.70 feet to a point; thence $90^{\circ}20'30''$ to the left in a Southerly direction a distance of 93.57 feet to a point; thence $90^{\circ}00'$ to the left in an Easterly direction a distance of 219.00 feet to a point on the boundary of Lake #1, said point being on a curve to the left having a radius of 104.23 feet and a central angle of $69^{\circ}10'29''$; thence 125 11'31" to the right (angle measured to tangent) and along the arc of said curve along the boundary of Lake #1 a distance of 125.84 feet to the P.R.C. (point of reverse curve) of a curve to the right having a radius of 166.73 feet and a central angle of $31^{\circ}56'11''$; thence along the arc of said curve and along the boundary of Lake #1 a distance of 92.94 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southerly direction along the boundary of Lake #1 a distance of 6.32 feet to the P.C. (point of curve) of a curve to the left having a radius of 79.00 feet and a central angle of $44^{\circ}46'15''$; thence along the arc of said curve and along the boundary of Lake #1 a distance of 61.73 feet to a point; thence $71^{\circ}03'07''$ to the right (angle measured to tangent) in a Southwesterly direction a distance of 210.98 feet to the point of beginning; thence $84^{\circ}26'03''$ to the left in a Southeasterly direction a distance of 71.55 feet

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to a point on the Northwesternly line of Corporate Parkway, said point being a curve to the left having a radius of 385.00 feet and a central angle of $9^{\circ}02'$; thence $86^{\circ}11'20''$ to the right (angle measured to tangent) in a Southwesterly direction along the Northwesternly line of Corporate Parkway and along the arc of said curve a distance of 60.70 feet to a point; thence $102^{\circ}50'39''$ to the right (angle measured to tangent) in a Northwesternly direction a distance of 74.49 feet to a point; thence $84^{\circ}26'03''$ to the right in a Northeasterly direction a distance of 60.28 feet to the point of beginning.

According to survey of Walter Schoel Engineering Company dated as of August 17, 1987, as revised on August 25, 1987, last revised September 1, 1987.

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STATE OF ALA. SHELBY
I CERTIFY THIS
INSTRUMENT WAS FILED

88 JUL 18 AM 11:14

J. R. ...
JUDGE OF PROBATE

1. Dead Tax	\$	—
2. Mtg. Tax		—
3. Recording Fee		<u>17.50</u>
4. Indexing Fee		<u>1.00</u>
TOTAL		<u>18.50</u>