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NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 31st day of December, 1990 by and among UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland corporation ("Mortgagee"), DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("Owner"), DANIEL LINKS LIMITED PARTNERSHIP, an Alabama limited partnership ("Lessor") and GREYSTONE GOLF CLUB, INC., an Alabama nonprofit corporation ("Lessee").

R E C I T A L S:

Owner has heretofore entered into a Mortgage and Security Agreement dated as of November 7, 1989 in favor of Mortgagee which has been recorded in Real 265, Page 374 in the Probate Office of Shelby County, Alabama which has been (i) amended by First Amendment to Mortgage and Security Agreement dated February 19, 1990, which has been recorded in Real 282, Page 85 in said Probate Office, (ii) amended and restated in its entirety by Amended and Restated Mortgage and Security Agreement dated September 28, 1990 which has been recorded in Real 312, Page 208 in said Probate Office (which, together with all subsequent amendments and modifications thereto, is hereinafter collectively referred to as the "Mortgage"). The Mortgage encumbers certain real property situated in Shelby County, Alabama (the "Property") which is more particularly described in the Mortgage. Owner has also granted to Mortgagee a security interest in all tangible and intangible personal property owned by Owner and either located on or used in connection with the Property, as evidenced by UCC Financing Statement filed as Document No. B89-15353FS with the Alabama Secretary of State on November 22, 1989 and by UCC Financing Statement filed as Case No. 024206 with the Probate Office of Shelby County, Alabama on November 8, 1989 (collectively, the "Financing Statements"). The Mortgage and the Financing Statements are hereinafter collectively referred to as the "Loan Instruments". Furthermore, Owner, Lessor, Mortgagee and AmSouth Bank N.A. have entered into an Inter-Creditor Agreement dated September 28, 1990 (the "Inter-Creditor Agreement") which has been recorded in Real 312, Page 392 in the Probate Office of Shelby County, Alabama.

Owner and Lessor have heretofore entered into a Ground Lease (the "Primary Lease") pursuant to which Owner has leased to Lessor certain real property situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Golf Club Property"). The Golf Club

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Daniel Corp

Property is part of the Property. A Memorandum of Ground Lease evidencing the Primary Lease has been executed by Owner and Lessor and recorded in Real 312, Page 268 in the Probate Office of Shelby County, Alabama. Owner, Lessor and Mortgagee have also entered into a Nondisturbance and Attornment Agreement dated September 28, 1990 which has been recorded in Real 312, Page 331 in the Probate Office of Shelby County, Alabama (the "Prior Nondisturbance").

Lessor and Lessee have heretofore entered into a Ground Lease (the "Lease") pursuant to which Lessor has leased the Golf Club Property to Lessee, subject to the terms of the Primary Lease and the Loan Instruments. Contemporaneously with the execution of the Lease, Lessor and Lessee entered into an Option for the Purchase of Greystone Golf Club Facilities (the "Purchase Option") which has been recorded in Real 365, Page 686 in the Probate Office of Shelby County, Alabama. A Memorandum of Ground Lease evidencing the Lease has been executed by Lessor and Lessee and recorded in Real 365, Page 680 in the Probate Office of Shelby County, Alabama.

Mortgagee desires that Lessor and Lessee acknowledge that the Lease, the Purchase Option and all of Lessee's rights thereunder are subject and subordinate to the Loan Instruments.

Lessor and Lessee are willing to acknowledge that their rights under the Lease and the Purchase Option are subject and subordinate to the Loan Instruments, provided that Lessee be given certain assurances of continued possession of the Golf Club Property and its rights to exercise the Purchase Option in the event of foreclosure of the Mortgage.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the parties hereto agree as follows:

1. Approval of Lease. Mortgagee does hereby approve and consent to the execution of the Lease and the granting of the Purchase Option by Lessor to Lessee.

2. Acknowledgement of Subordinate Priority of Lease and Purchase Option. Subject to the terms and provisions of this Agreement, Lessor and Lessee hereby acknowledge and agree that the Lease, the Purchase Option and the rights of Lessor and Lessee thereunder are subject and subordinate to the lien of the Mortgage and the rights of Mortgagee under the Loan Instruments.

3. Non-Disturbance.

(a) So long as Lessee is not in default (after the expiration of any applicable cure periods) in the payment of any sums payable under the Lease or the performance of any of the terms, covenants or provisions of the Lease or the Purchase Option, Lessee's rights and privileges under the Lease and the Purchase Option and Lessee's possession, use, enjoyment and occupancy of the Golf Club Property and its right to purchase the Golf Club Property pursuant to the Purchase Option shall not be disturbed or interfered with by Mortgagee.

(b) Upon and after a foreclosure of the Mortgage, the granting of any deed in lieu of foreclosure or any other action by Mortgagee under the Loan Instruments or the Inter-Creditor Agreement which results in the termination of the Primary Lease or in Mortgagee acquiring title to or any interest in the Golf Club Property or the Primary Lease, or the exercise by Mortgagee of its cure rights pursuant to Section 3.2(b)(ii) of the Inter-Creditor Agreement, and for so long as Lessee is not in default (after the expiration of any applicable cure periods) in the payment of any sums payable under the Lease or the performance of any of the terms, covenants or provisions of the Lease, then (i) Mortgagee shall succeed to both Owner's and Lessor's interests in the Lease and the Purchase Option, subject to all of the terms and provisions of the Lease and the Purchase Option, (ii) the Lease and the Purchase Option and Lessee's rights and privileges thereunder shall not be affected or disturbed, but shall continue in full force and effect, (iii) Lessee shall be entitled to the lawful, quiet and peaceful possession and use of the Golf Club Property and shall have the right to enjoy all of the rights and privileges set forth in the Lease and the Purchase Option without any hindrance, ejection, molestation or interference by any person whatsoever and (iv) Mortgagee shall be bound to Lessee under all of the terms, covenants, conditions of the Lease and the Purchase Option except that, in no event, shall Mortgagee be:

- (1) Bound by any amendments or modifications to the Lease made without the consent of Mortgagee as required herein; or
- (2) Liable for any act or omission of any prior lessor under the Lease (including Lessor).

In any action or proceeding brought by Mortgagee to enforce its rights upon the occurrence of any default by Owner or Lessor under the Loan Instruments, Mortgagee agrees not to join Lessee as a party defendant.

4. Attornment. Upon and after a foreclosure of the Mortgage, any conveyance or deed in lieu thereof or the taking of any other action by Mortgagee under the Loan Instruments or the Inter-Creditor Agreement which results in the termination of the Primary Lease or in Mortgagee acquiring title to or any interest in the Golf Club Property or the Primary Lease, or the exercise by Mortgagee of its cure rights pursuant to Section 3.2(b)(ii) of the Inter-Creditor Agreement, Lessee shall be bound to Mortgagee under and pursuant to all of the terms, covenants and other provisions of the Lease and the Purchase Option for the balance of the term thereof with the same force and effect as if Mortgagee were the "lessor" named in the Lease and the "seller" under the Purchase Option and Lessee does hereby agree to attorn to Mortgagee as its lessor under the Lease and as its seller under the Purchase Option, such attornment to be effective and self-operating immediately upon the foreclosure of the Mortgage or the occurrence of any other events described in this Paragraph 4 which results in the termination of the Primary Lease or in Mortgagee acquiring any interest in the Golf Club Property or the Primary Lease, or the exercise by Mortgagee of its cure rights pursuant to Section 3.2(b)(ii) of the Inter-Creditor Agreement, without the execution of any further instrument by any of the parties to this Agreement.

5. Amendments. This Agreement may only be amended, supplemented or terminated in writing, signed by all of the parties hereto. Neither the Lease nor the rights of the parties thereto shall be amended, modified or supplemented in any respect except with the prior written consent of Mortgagee.

6. Notice of Default and Right to Cure. Lessee shall give prompt written notice to Mortgagee of any default by Lessor under the Lease or the Purchase Option if such default is of such a nature as to give to Lessee a right (a) to terminate the Lease or the Purchase Option, (b) to reduce the rent payable by Lessee for the Golf Club Property or the consideration payable as the purchase price under the Purchase Option or (c) to credit or offset any amounts against future sums due to Lessor under the Lease or the Purchase Option. If, within thirty (30) days after receipt of such notice, Mortgagee commences to cure such default and thereafter diligently pursues to completion the curing of such default, Lessee agrees that it will not exercise any of its rights or remedies afforded under the Lease or the Purchase Option.

7. Insurance Proceeds and Condemnation Award. Notwithstanding anything provided in the Loan Instruments to the contrary, so long as Lessee is not then in default in the payment of any sums or the performance of any of its obligations under the Lease, Mortgagee agrees to permit any

casualty or condemnation proceeds or award received upon the occurrence of any fire or other casualty to, or the taking by eminent domain or condemnation of, any portion of the Golf Club Property to be used for the restoration of the "Improvements" on the Golf Club Property, as such term is defined in the Lease.

8. Completeness; Modification. This Agreement supersedes all prior oral discussions, understandings, agreements and negotiations between the parties hereto with respect to the matters expressly set forth herein. This Agreement may be modified only by a written instrument duly executed by all of the parties hereto.

9. Successors and Assigns. The term "Mortgagee" as used herein shall be deemed to include the Mortgagee named herein and all of its successors and assigns and any party who shall succeed to either Owner's or Lessor's interest in the Golf Club Property by, through or under foreclosure of the Mortgage, any deed in lieu of foreclosure or the taking of any other action by Mortgagee under the Loan Instruments which results in Mortgagee, any such party or any of their respective successors or assigns acquiring title to or any interest in the Golf Club Property, and shall specifically include any third party purchaser at a foreclosure sale. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

10. Governing Law and Construction. This Agreement shall be governed by, construed and interpreted in accordance with, the laws in the State of Alabama. In the event of any conflict or ambiguity between the terms and provisions of this Agreement and the Prior Nondisturbance, the terms of this Agreement shall at all times control.

11. Counterparts. This Agreement may be executed in as many counterparts as may be required by the parties. It shall not be necessary that the signature on behalf of all parties hereto appear on each counterpart hereof and it shall be sufficient that the signature on behalf of all parties hereto appear on one or more such counterparts. All such counterparts shall collectively constitute a single agreement.

12. Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to other persons or circumstances, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. Notices. All notices, requests, demands and other communications herein permitted or required shall be in writing and shall be delivered by hand, sent prepaid by Federal Express (or any other comparable overnight delivery service) or sent by the United States mail, certified, postage prepaid, return receipt requested, at their addresses and with such copies designated below. Any notice, request, demand or other communication delivered or sent in the aforesaid manner shall be deemed given or made (as the case may be) when actually delivered to the intended recipient as follows:

Owner: Daniel Oak Mountain Limited Partnership
1200 Corporate Drive
Meadow Brook Corporate Park
Birmingham, Alabama 35242
Attention: Stephen R. Monk

Lessor: Daniel Links Limited Partnership
1200 Corporate Drive
Meadow Brook Corporate Park
Birmingham, Alabama 35242
Attention: Stephen R. Monk

Lessee: Greystone Golf Club, Inc.
1200 Corporate Drive
Meadow Brook Corporate Park
Birmingham, Alabama 35242
Attention: Stephen R. Monk

Mortgagee: United States Fidelity
and Guaranty Company
c/o USE&G Realty Advisors, Inc.
Equitable Tower II, 11th Floor
100 South Charles Street
Baltimore, Maryland 21201
Attention: Charles R. Werhane

Any party hereto may change its address or designate different or other persons or entities to receive copies of all notices by notifying the other parties in the manner described in this Paragraph 13.

14. Heading. The headings of the articles and sections hereof are inserted for convenience of reference only and shall not be deemed to constitute a part of this Agreement.

15. Further Assurances. The parties hereto agree to sign, execute and deliver or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the written request of the other party, any and all agreements, instruments, papers, deeds, acts or

things as may be reasonably required by any party hereto for the purpose of confirming the agreements contained herein.


16. Exercise of Purchase Option. Subject to the provisions of Section 6(c)(vii) of the Mortgage, Mortgagee agrees to release the Golf Club Property from the lien of the Mortgage and all other Loan Instruments upon the exercise of the Purchase Option by Lessee as provided in the Purchase Option. Mortgagee agrees to execute and deliver to Lessee such releases, instruments, documents or other agreements reasonable requested or required in order to evidence the release of the Golf Club Property from the lien of the Mortgage and all other Loan Instruments upon the exercise of the Purchase Option by Lessee. Any costs incident to the foregoing shall be paid by Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

OWNER:

DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership


By: DANIEL REALTY INVESTMENT CORPORATION - OAK MOUNTAIN, an Alabama corporation, Its General Partner

By: 
Its: Senior Vice President

LESSOR:

DANIEL LINKS LIMITED PARTNERSHIP, an Alabama limited partnership

By: Daniel Realty Investment Corporation - Oak Mountain, an Alabama corporation, Its General Partner

By: 
Its: Senior Vice President

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LESSEE:

GREYSTONE GOLF CLUB, INC.,
an Alabama nonprofit corporation

By: 

Its: Vice President

MORTGAGEE:

**UNITED STATES FIDELITY
AND GUARANTY COMPANY,**
a Maryland corporation

By: 

Its: AUTHORIZED SIGNATORY

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 Sr. Vice President of DANIEL REALTY INVESTMENT CORPORATION - OAK MOUNTAIN, an Alabama corporation, as general partner of Daniel Oak Mountain Limited Partnership, an Alabama limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing 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 25th day of July, 1990.

Shirley D. Ellis
Notary Public

My Commission Expires: 2/26/94

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 Sr. Vice President of DANIEL REALTY INVESTMENT CORPORATION - OAK MOUNTAIN, an Alabama corporation, as general partner of Daniel Links Limited Partnership, an Alabama limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing 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 25th day of July, 1990.

Shirley D. Ellis
Notary Public

My Commission Expires: 2/26/94

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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 Vice President of GREYSTONE GOLF CLUB, INC., an Alabama non-profit corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing 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 seal of office this 25th day of July, 1990.

Shirley D. Ellis
Notary Public

My Commission Expires: 2/26/94

STATE OF MARYLAND)

CITY
~~COUNTY~~ OF BALTIMORE)

I, a Notary Public in and for said County in said State, hereby certify that MICHAEL W. JONES, whose name as AUTHORIZED SIGNATORY of UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing 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 seal of office this 19th day of October, 1990.

Patricia A. Weinstein
Notary Public

My Commission Expires: 5/1/95

EXHIBIT A

LEGAL DESCRIPTION OF GOLF CLUB PROPERTY

To locate the point of beginning commence at the northwest corner of the SE $\frac{1}{4}$, Section 32, Township 18 South, Range 1 West, Shelby County, Alabama; thence S89°03'46"E on the north boundary of said SE $\frac{1}{4}$ a distance of 939.50 feet to the point of beginning; thence S28°59'21"W a distance of 245.60 feet to a point; thence S17°08'49"W a distance of 672.36 feet to a point; thence S24°21'57"E a distance of 1178.53 feet to a point; thence S2°56'35"W a distance of 122.83 feet to the north right-of-way of Hugh Daniel Drive; thence along a curve to the right; said curve having a central angle of 33°47'17" and a radius of 315.00 feet; thence N80°08'57"E a chord distance of 183.02 feet to a point; thence S83°03'04"E a distance of 371.97 feet to a curve to the left; said curve having a central angle of 30°27'31" and a radius of 310.00 feet; thence N81°38'51"E a chord distance of 162.86 feet to a point; thence N2°44'50"E a distance of 89.85 feet to a point; thence N44°52'05"E a distance of 771.27 feet to a point; thence N39°09'23"E a distance of 776.22 feet to a point; thence N23°20'29"W a distance of 134.87 feet to a point; thence N45°37'56"E a distance of 875.50 feet to a point; thence N23°24'50"E a distance of 796.94 feet to a point; thence N75°23'29"E a distance of 274.34 feet to a point; thence N58°44'12"E a distance of 116.03 feet to a point; thence N16°25'04"E a distance of 600.79 feet to a point; thence N19°31'00"E a distance of 607.98 feet to a point; thence N78°14'14"E a distance of 80.61 feet to a point; thence S28°03'36"E a distance of 590.50 feet to a point; thence S82°06'11"E a distance of 263.75 feet to a point; thence N6°10'10"E a distance of 663.01 feet to a point; thence N57°37'17"E a distance of 57.73 feet to a point; thence S60°29'20"E a distance of 195.90 feet to a point; thence N43°09'59"E a distance of 986.59 feet to a point; thence N13°25'13"E a distance of 535.48 feet to a point; thence S89°20'55"E a distance of 54.14 feet to a point; thence N71°56'31"E a distance of 813.12 feet to a point; thence N33°32'01"E a distance of 765.45 feet to a point; thence S78°34'17"E a distance of 95.89 feet to a point; thence N68°30'00"E a distance of 879.72 feet to a point; thence N37°26'56"E a distance of 709.00 feet to a point; thence N25°06'23"E a distance of 388.89 feet to a point; thence N33°21'25"W a distance of 301.39 feet to a point; thence N59°36'50"W a distance of 75.76 feet to a point; thence N30°56'40"W a distance of 373.17 feet to a point; thence N41°47'29"W a distance of 229.64 feet to a point; thence S88°18'48"W a distance of 136.14 feet to a point; thence S71°48'30"W a distance of 107.78 feet to a point; thence S48°41'24"W a distance of 1089.74 feet to a point; thence S54°19'47"W a distance of 503.85 feet to a point; thence S78°58'27"W a distance of 305.22 feet to a point; thence S64°00'22"W a distance of 184.98 feet to a point; thence S16°32'23"W a distance of 191.13 feet to a point; thence S51°37'00"W a distance of 207.10 feet to a point; thence S44°34'39"W a distance of 604.19 feet to a point; thence S86°02'34"W a distance of 548.65 feet to a point; thence S35°49'34"W a distance of 90.03 feet to a point; thence N77°19'58"W a distance of 662.68 feet to a point; thence N12°40'02"E a distance of 197.24 feet to the proposed right-of-way of a public or private road; thence continue N12°40'02"E a distance of 60.17 feet to the proposed right-of-way of a public or private road; thence along a curve to the right having a centerline delta of 108°46'03" and a centerline radius of 480.49 feet; S79°22'08"E a chord distance of 36.27 feet to a point; thence S77°19'59"E a distance of 109.34 feet to a curve to the left, said curve having a centerline central angle of 46°35'10" and a centerline radius of 789.74 feet; N87°57'17"E a chord distance of 185.89 feet to a point; thence N54°00'07"W a distance of 424.00 feet to a point; thence S45°58'01"W a distance of 326.95 feet to the proposed right-of-way of a public or private road; thence S12°40'02"W a distance of 61.00 feet to the proposed right-of-way of a public or private road; thence continue S12°40'02"W a distance of 215.84 feet to a point; thence S61°53'54"W a distance of 181.52 feet to a point; thence S42°46'53"W a distance of 62.03 feet to a point; thence S10°39'40"W a distance of 90.90 feet to a point; thence S5°00'54"E a distance of 739.12 feet to a point; thence S14°33'17"E a distance of 461.91 feet to a point; thence S45°05'15"W a distance of 94.49 feet to a point; thence N53°39'36"W a distance of 419.74 feet to a point; thence N62°34'32"W a distance of 135.72 feet to a point; thence N78°18'32"W a distance of 711.51 feet to a point; thence S81°38'33"W a distance of 81.22 feet to a point; thence S15°50'29"W a distance of 74.49 feet to a point;

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thence S6°38'21"E a distance of 172.85 feet to a point; thence S9°46'25"W a distance of 494.45 feet to a point; thence S15°12'06"W a distance of 594.65 feet to a point; thence S84°54'50"W a distance of 833.61 feet to a point; thence S48°26'10"W a distance of 102.51 feet to a point; thence N71°17'31"W a distance of 152.47 feet to a point; thence S53°39'14"W a distance of 200.14 feet to a point; thence S22°53'32"W a distance of 680.74 feet to a point; thence S27°16'39"W a distance of 772.61 feet to a point; thence S30°36'17"E a distance of 55.00 feet to a point; thence S28°59'21"W a distance of 351.25 feet to the point of beginning.

LESS AND EXCEPT THE FOLLOWING TWO (2) PARCELS OF LAND:

Parcel 1:

To locate the point of beginning commence at the northwest corner of the SE $\frac{1}{4}$, Section 32, Township 18 South, Range 1 West, Shelby County, Alabama; thence S89°03'46"E on the north boundary of said SE $\frac{1}{4}$ a distance of 1273.27 feet to the point of beginning; thence S29°26'28"W a distance of 342.82 feet to a point; thence S16°32'55"W a distance of 558.77 feet to a point; thence S12°57'57"E a distance of 719.26 feet to a point; thence S61°52'32"E a distance of 91.62 feet to a point; thence N81°17'12"E a distance of 705.59 feet to a point; thence N42°39'47"E a distance of 402.61 feet to a point; thence N50°24'57"E a distance of 581.79 feet to a point; thence N29°44'23"E a distance of 173.84 feet to a point; thence N36°08'56"W a distance of 80.00 feet to a point; thence N5°20'09"E a distance of 190.33 feet to a point; thence N44°54'15"E a distance of 775.23 feet to a point; thence N33°04'46"E a distance of 821.93 feet to a point; thence N83°09'04"E a distance of 127.76 feet to the west right-of-way of a public road; thence continue N83°09'04"E a distance of 60.00 feet to the east right-of-way of said road; thence along a curve to the right having a central angle of 23°21'31" and a radius of 408.54 feet; thence N4°47'18"E a chord distance of 165.81 feet to a point; thence N16°29'47"E a distance of 255.00 feet to a curve to the left; said curve having a central angle of 29°00'00" and a radius of 380.68 feet; thence N1°59'47"E a chord distance of 441.01 feet to a point; thence N12°30'13"W a distance of 155.00 feet to a curve to the right; said curve having a central angle of 22°44'24" and a radius of 378.39 feet; thence N1°08'19"W a chord distance of 149.19 feet to a point; thence N84°59'26"W a distance of 157.37 feet to a point; thence N12°59'36"W a distance of 95.00 feet to a point; thence N52°59'40"W a distance of 65.00 feet to a point; thence N37°00'08"E a distance of 90.00 feet to a point; thence N56°46'02"W a distance of 134.14 feet to a point; thence N1°34'03"W a distance of 570.00 feet to a point; thence N67°34'10"W a distance of 168.00 feet to a point; thence S9°15'28"W a distance of 568.01 feet to a point; thence S26°12'43"W a distance of 825.09 feet to a point; thence S74°40'23"W a distance of 286.20 feet to a point; thence N80°51'39"W a distance of 647.21 feet to a point; thence S66°36'40"W a distance of 63.51 feet to a point; thence S23°37'27"W a distance of 755.29 feet to a point; thence S40°01'52"W a distance of 776.32 feet to a point; thence S45°15'02"E a distance of 158.01 feet to a point; thence S4°42'50"E a distance of 114.78 feet to a point; thence S29°26'28"W a distance of 142.36 feet to the point of beginning; containing 139.498 acres, more or less.

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Parcel 2:

To locate the point of beginning commence at the southeast corner of the NE $\frac{1}{4}$, Section 32, Township 18 South, Range 1 West, Shelby County, Alabama; thence N0°51'29"E on the east boundary of said section a distance of 2647.21 feet to the northeast corner of said Section 32; thence N84°30'59"E a distance of 2097.99 feet to the point of beginning; thence S38°40'41"E a distance of 211.89 feet to a point; thence N79°25'02"E a distance of 35.34 feet to a point; thence S55°19'29"E a distance of 464.33 feet to a point; thence N84°40'14"E a distance of 124.18 feet to a point; thence N33°59'07"E a distance of 525.72 feet to a point; thence N16°08'20"E a distance of 632.34 feet to a point; thence S77°23'19"E a distance of 241.05 feet to a point; thence N62°00'33"E a distance of 735.80 feet to a point; thence N31°59'42"E a distance of 667.68 feet to a point; thence S72°29'31"E a distance of 286.69 feet to a point; thence N56°12'19"E a distance of 846.05 feet to a point; thence N38°44'35"E a distance of 568.13 feet to a point; thence N31°47'33"E a distance of 331.78 feet to a point; thence N9°43'53"W a distance of 100.05 feet to a point; thence N51°38'52"W a distance of 642.69 feet to a point; thence S59°13'28"W a distance of 96.22 feet to a point; thence S36°58'43"W a distance of 797.85 feet to a point; thence S54°02'38"W a distance of 462.42 feet to a point; thence S58°19'40"W a distance of 241.25 feet to a point; thence S76°17'40"W a distance of 309.11 feet to a point; thence S83°28'04"W a distance of 193.83 feet to a point; thence S60°34'05"W a distance of 97.51 feet to a point; thence S33°11'13"W a distance of 897.78 feet to a point; thence S84°40'48"W a distance of 503.46 feet to a point; thence S45°07'07"W a distance of 93.80 feet to a point; thence N52°13'10"W a distance of 249.05 feet to a point; thence S85°12'26"W a distance of 712.71 feet to a point; thence S16°12'30"E a distance of 1143.88 feet to the point of beginning; containing 93.214 acres, more or less.

All lying and being in the E $\frac{1}{4}$ of Section 32, the W $\frac{1}{4}$ of Section 33, the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33, the S $\frac{1}{4}$ of Section 28, the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 28, the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 27 and the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 27, Township 18 South, Range 1 West, Shelby County, Alabama, total Golf Course property containing 180.921 acres.

According to the legal description and survey of Charley Foster & Associates, Inc. entitled "Boundary Survey of Greystone Golf Course for Daniel Oak Mountain Limited Partnership" dated February 2, 1990.

I CERTIFY THAT
THIS INSTRUMENT WAS

91 JUL 29 PM 3:50

JUDGE OF PROBATE

BOOK 355 PAGE 930

Doc Fee	32.50
	3.00
	1.00
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