

**SECOND AMENDMENT TO SECOND AMENDED AND RESTATED
MORTGAGE AND SECURITY AGREEMENT**

THIS SECOND AMENDMENT TO SECOND AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT ("this Amendment") is made as of the 30th day of December, 1994 by and between **DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP**, an Alabama limited partnership ("Oak Mountain"), **DANIEL LINKS LIMITED PARTNERSHIP**, an Alabama limited partnership ("Links") (individually or together, the "Grantor"), and **GREYSTONE GOLF CLUB, INC.**, an Alabama nonprofit corporation (the "Golf Club"), each having an office for business c/o Daniel Corporation, 1201 Corporate Drive, P.O. Box 43250, Birmingham, Alabama 35243-0250, as grantors, and **UNITED STATES FIDELITY AND GUARANTY COMPANY**, a Maryland corporation, having an office for business at 100 Light Street, Baltimore, Maryland 21202 (the "Mortgagee"), as mortgagee.

Introduction

The Mortgagee has made a loan to the Grantor, as evidenced by the 9.00% Amended and Restated Secured Note dated February 2, 1993 by the Grantor in the principal amount of \$18,640,178.53, as amended by the First Amendment thereto dated as of January 1, 1994 and by the Second Amendment thereto dated as of this date (such Note as so amended, the "Note"). The portion of the Note dated February 2, 1993 amended and restated in its entirety the 9.00% Secured Note dated November 7, 1989 by Oak Mountain in the principal amount of \$14,773,000.

The Grantor, the Golf Club and the Mortgagee have entered into the Second Amended and Restated Mortgage and Security Agreement dated as of February 2, 1993 and recorded as Instrument Number 1993-03120 in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office") as amended by the First Amendment to Second Amended and Restated Mortgage and Security Agreement dated as of August 23, 1993 recorded as Instrument No. 1993-25947 in the Probate Office and by First Amendment to Second Amended and Restated Mortgage and Security Agreement (sic) dated as of January 1, 1994 recorded as Instrument Number 1994-04043 in the Probate Office (such Mortgage as amended, the "Mortgage") to secure the Indebtedness. The Mortgage amended and restated in its entirety the Mortgage and Security Agreement dated as of November 7, 1989 executed by Oak Mountain in favor of Lender and recorded in the Probate Office in Real 265, Page 374. This Amendment amends the Mortgage.

Charles Center South

Inst # 1995-01731

01/23/1995-01731
08:19 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 MCD 22.00

This instrument prepared by and upon
recording should be returned to:
Donald P. McPherson, III, Esquire
Piper & Marbury
Charles Center South
36 South Charles Street
Baltimore, Maryland 21201

1995-01731

The Grantor and the Lender have this date entered into the Second Supplement to Debt Restructure Agreement (the "Second Supplement") to supplement the Debt Restructure Agreement dated January 26, 1993 by and between Oak Mountain and the Mortgagee as amended by First Supplement to Debt Restructure Agreement dated February 7, 1994.

The parties desire to amend the Mortgage to set forth release provisions as provided by the Second Supplement.

The Golf Club, as a party to the Mortgage, joins in this Amendment solely to consent to the amendment of the Mortgage.

Agreement

THEREFORE, in consideration of the foregoing, the parties agree to amend the Mortgage as follows:

1. **Defined Terms.**

(a) "Second Phase of Sector 7" means the Real Property described in Exhibit A to the Second Supplement;

(b) Capitalized terms not defined in this Amendment are used as defined in the Mortgage.

2. **Releases.** The parties hereby delete the last two sentences of Section 6(e) of the Mortgage and insert the following in lieu thereof:

"Except as provided by the following sentence, all sales prices for portions of the Residential Property which equal or exceed the greater of (y) one hundred-fifty percent (150%) of the pro rata amortization amounts calculated as provided by Exhibit B to the Note, or (z) \$19,500 per lot, will be deemed approved by the Mortgagee. All other (except as specified in the preceding sentence) sales prices and all sales of the Sector 5 Property, the First Phase of Sector 7, and the Second Phase of Sector 7 are subject to the prior specific approval of the Mortgagee after submission to the Mortgagee of the applicable proposed contracts of sale. The Grantor shall pay to the Mortgagee all proceeds of Bulk Sales of the Sector 7 Future Phases, and the Mortgagee shall apply such proceeds as provided by Section 5(k) of the Note."

3. **Amendment.** This Amendment amends the Mortgage. Except as set forth in this Amendment, the Mortgage is in full force and effect and shall remain unmodified.

4. **Entire Agreement.** The Supplement, the Mortgage, this Amendment, the other Loan Documents and any documents or instruments to be delivered as provided by the Supplement collectively contain the entire agreement of the Grantor and the Mortgagee with

respect to the matters covered and the transactions contemplated hereby, and no other agreement, statement or promise made by the Grantor or the Mortgagee, or any employee, officer, agent or attorney thereof, shall be valid or binding.

5. **Governing Law.** This Amendment shall be governed by, construed and enforced in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to Second Amended and Restated Mortgage and Security Agreement to be duly executed and delivered this 13th day of January, 1995, effective as of the date first written above.

ATTEST/WITNESS:

DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership,
Grantor

By: Daniel Realty Investment Corporation-Oak Mountain, an Alabama corporation, its sole general partner



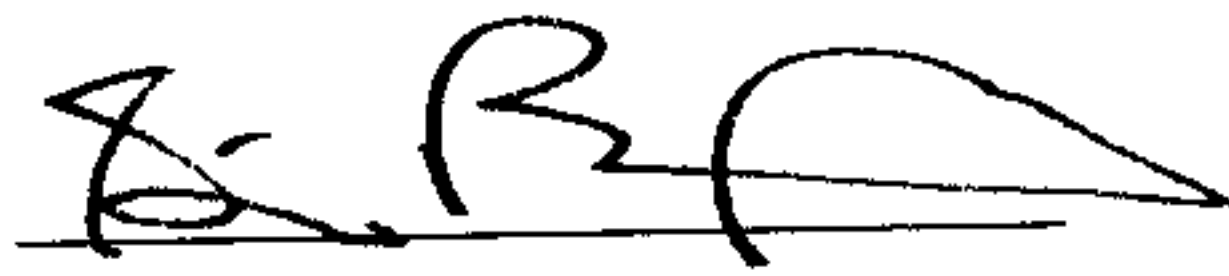
By:  (SEAL)

Its: 

ATTEST/WITNESS:

DANIEL LINKS LIMITED PARTNERSHIP, an Alabama limited partnership, Grantor

By: Daniel Realty Investment Corporation-Oak Mountain, an Alabama corporation, its sole general partner



By:  (SEAL)

Its: 

ATTEST/WITNESS:

GREYSTONE GOLF CLUB, INC., an Alabama nonprofit corporation

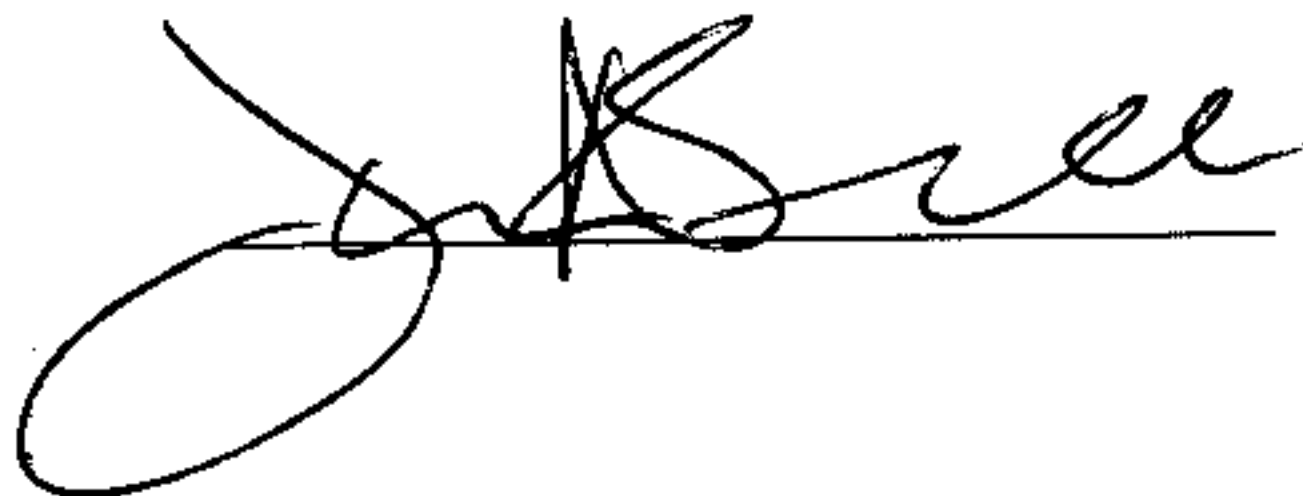


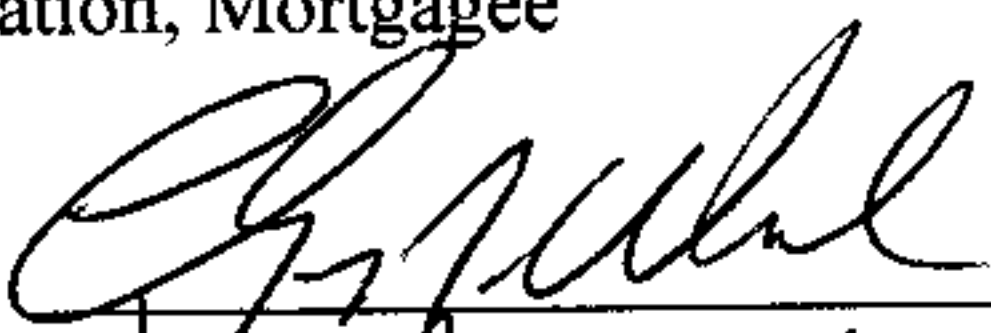
By:  (SEAL)

Its: 

ATTEST/WITNESS:

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




By:  (SEAL)
Its: Vice President

STATE OF ALABAMA)

:
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for such County, in such State, hereby certify that D.K. Lloyd, whose name as Sr. Vice President of Daniel Realty Investment Corporation - Oak Mountain, an Alabama corporation, in its sole capacity as sole 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 instrument, he, as such officer and with full authority, executed such instrument voluntarily on this date, for and as the act of such corporation acting in its capacity as sole general partner of such limited partnership for and as the act of such limited partnership.

Given under my hand and seal of office this 5th day of January, 1995.


Notary Public

My Commission Expires: 7/18/98

[NOTARIAL SEAL]

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for such County, in such State, hereby certify that D.K. Lloyd, whose name as Sr. Vice President of Daniel Realty Investment Corporation - Oak Mountain, an Alabama corporation, in its sole capacity as sole 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 instrument, he, as such officer and with full authority, executed such instrument voluntarily on this date, for and as the act of such corporation acting in its capacity as sole general partner of such limited partnership for and as the act of such limited partnership.

Given under my hand and seal of office this 5th day of January, 1995.

Jonny L. Andrews
Notary Public

My Commission Expires: 7/18/98

[NOTARIAL SEAL]

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for such County in such State, hereby certify that D.K. Lloyd, whose name as Vice President of **Greystone Golf Club, Inc.**, an Alabama nonprofit 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 instrument, he as such officer, and with full authority, executed such instrument voluntarily for and as the act of such corporation.

Given under my hand and seal of office this 5th day of January, 1995.

Jonny L. Andrews
Notary Public


My Commission Expires: 7/18/98

[NOTARIAL SEAL]

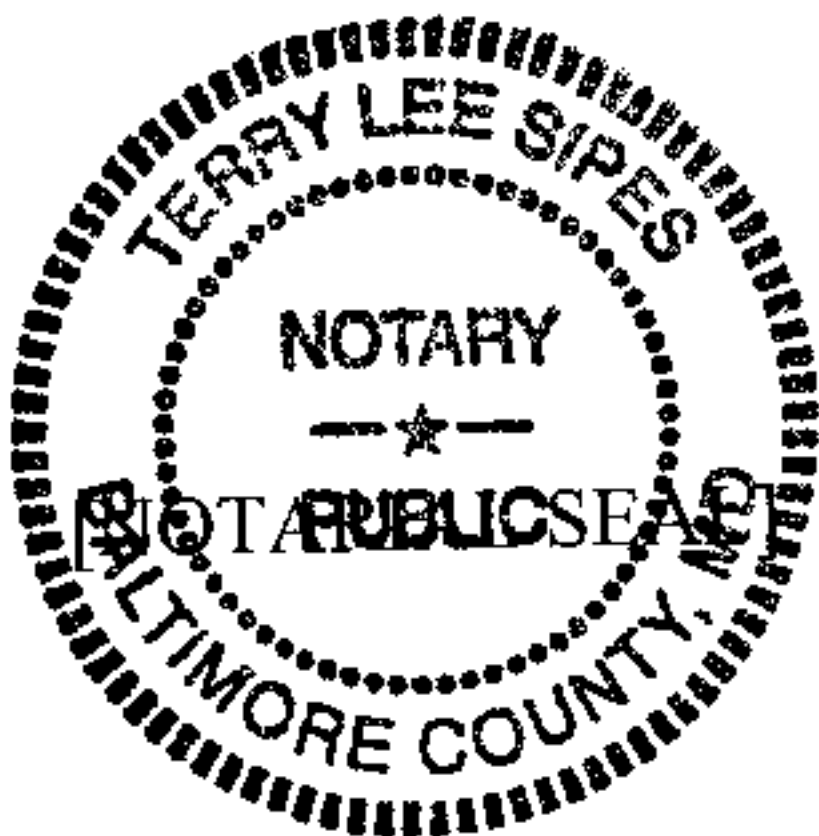
STATE OF ~~ALABAMA~~ ^{Maryland})
Baltimore :
~~SHELBY~~ COUNTY)

I, the undersigned, a Notary Public in and for such County in such State, hereby certify that Charles R. Werhane, whose name as Vice President 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 instrument, he as such officer, and with full authority, executed such instrument voluntarily for and as the act of such corporation.

Given under my hand and seal of office this 13th day of January, 1995.


Notary Public

My Commission Expires: 4-9-96



Inst # 1995-01731

- 6 -

BALT04A:24235:4:01/04/95
4523-770084

01/23/1995-01731
08:19 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 MCD 22.00