

STATE OF ALABAMA)

COUNTY OF SHELBY)

ASSIGNMENT OF NOTE, MORTGAGE AND OTHER LOAN DOCUMENTS

THIS ASSIGNMENT is made and entered into as of the 18th day of January, 1996 by UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland corporation ("Assignor"), in favor of DANIEL REALTY COMPANY, an Alabama general partnership ("Assignee").

KNOW ALL MEN BY THESE PRESENTS THAT, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby sell, assign, transfer, set-over and convey unto Assignee, without recourse or warranty (except as set forth herein), all of its right, title and interest in and to the following:

1. That certain 9.00% Secured Note dated November 7, 1989 in the original principal amount of \$14,773,000.00 executed by Daniel Oak Mountain Limited Partnership, an Alabama limited partnership ("Daniel Oak Mountain"), payable to the order of Assignor, which has been (a) amended and restated in its entirety by 9.00% Amended and Restated Secured Note due November 6, 1999 dated February 2, 1993 executed by Daniel Oak Mountain and Daniel Links Limited Partnership, an Alabama limited partnership ("Links"), in the original principal amount of \$18,640,178.53 and payable to the order of Assignor, (b) further amended by First Amendment to 9.00% Amended and Restated Secured Note due November 6, 1999 dated as of January 1, 1994, (c) further amended by Second Amendment to 9.00% Amended and Restated Secured Note due November 6, 1999 dated as of December 30, 1994 and (d) further amended by Third Amendment to 9.00% Amended and Restated Secured Note due November 6, 1999 dated as of April 1, 1995 (such Note, as amended, is hereinafter collectively referred to as the "Note").

2. That certain Mortgage and Security Agreement dated November 7, 1989 executed by Daniel Oak Mountain, Links and Greystone Golf Club, Inc., an Alabama nonprofit corporation, in favor of Assignee, as recorded in Real 265, Page 374 in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office"), which has been (a) amended by First Amendment to Mortgage and Security Agreement dated February 19, 1990 and recorded in Real 282, Page 85 in said Probate Office, (b) amended and

Inst # 1996-02642

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restated in its entirety by Amended and Restated Mortgage and Security Agreement dated September 28, 1990 and recorded in Real 312, Page 208 in said Probate Office, (c) amended by First Amendment to Amended and Restated Mortgage and Security Agreement dated as of April 14, 1992 and recorded as Instrument No. 1992-4714 in said Probate Office, (d) amended and restated in its entirety by Second Amended and Restated Mortgage and Security Agreement dated February 2, 1993 and recorded as Instrument No. 1993-3120 in said Probate Office, (e) amended by First Amendment to Second Amended and Restated Mortgage and Security Agreement dated as of August 23, 1993 and recorded as Instrument No. 1993-25947 in said Probate Office, (f) amended by First Amendment to Second Amended and Restated Mortgage and Security Agreement dated as of January 1, 1994 and recorded as Instrument No. 1994-04043 in said Probate Office, (g) amended by Second Amendment to Second Amended and Restated Mortgage and Security Agreement dated as of December 30, 1994 and recorded as Instrument No. 1995-01731 in said Probate Office and (h) amended by Third Amendment to Second Amended and Restated Mortgage and Security Agreement dated as of April 1, 1995 and recorded as Instrument No. 1995-27359 in said Probate (collectively, the "Mortgage").

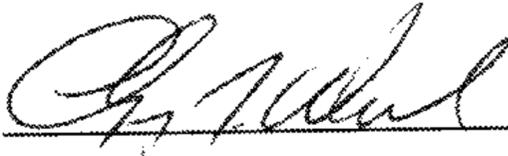
3. All of the "Loan Documents", as such term is defined in the Mortgage.

The Note, the Mortgage and all of the other Loan Documents, as described in the Mortgage, are hereinafter collectively referred to as the "Loan Instruments").

Assignor covenants with and warrants to Assignee that it is the lawful owner and holder of all of the Loan Instruments, that it has a good right to sell and convey the same and that Assignor has not heretofore transferred or assigned all or any portion of its interest in the Loan Instruments.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer as of the day and year first above written.

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

By: 
Its: Vice President

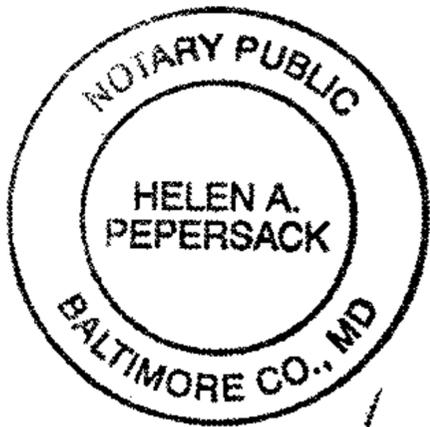
STATE OF MARYLAND)

COUNTY OF BALTIMORE)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles R. Herborn 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 this 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 18th day of January, 1996.

[NOTARIAL SEAL]



My Comm. Exps.
Oct. 7, 1998

Helen A. Pepersack
Notary Public
My Commission Expires: 10/7/98

Inst # 1996-02642

Inst # 1996-02642

-3-
01/26/1996-02642
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