

STATE OF ALABAMA)

COUNTY OF SHELBY)

THIRD AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS THIRD AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT is made and entered into as of the 21st day of JANUARY, 1999 by and between GREYSTONE DEVELOPMENT COMPANY, LLC, an Alabama limited liability company ("Borrower"), and DANTRACT, INC., an Alabama corporation ("Lender").

RECITALS:

Daniel Equity Partners Limited Partnership, a Virginia limited partnership ("Daniel"), and Lender have heretofore entered into a Mortgage and Security Agreement dated as of July 14, 1995 which has been recorded as Instrument No. 1995-35671 in the Office of the Judge of Probate of Shelby County, Alabama and amended by Mortgage Assumption and Modification Agreement dated as of July 14, 1995 by and among Daniel, Lender and Borrower, which has been recorded as Instrument No. 1995-35672 in said Probate Office and Second Amendment to Mortgage and Security Agreement dated as of November 1, 1998 and recorded as Instrument No. 1998-43927 in the Probate Office (collectively, the "Mortgage"). *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Mortgage.*

Borrower and Lender desire to modify and amend the Mortgage as hereinafter provided.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and Borrower do hereby agree as follows:

1. **Revised Definition of Land.** Section 2.1(a) of the Mortgage is amended by deleting all references thereto to Exhibit A and by substituting in lieu thereof Exhibit A-1 attached hereto and incorporated herein by reference. From and after the date hereof, all references in the Mortgage to the Land shall mean and refer to the real property described in Exhibit A-1 attached hereto. As security for the Obligations, Borrower does hereby grant, bargain, sell, assign and convey unto Lender in and to the real property described in Exhibit A-1 hereto and all reversions and remainders in and to said land and all tenements, hereditaments, easements, rights-of-way, rights (including mineral and mining rights, and all water, oil and gas rights), privileges, royalties and appurtenances to said land, now or hereafter belonging or in anywise appertaining thereto, including any right, title and interest in, to or under any agreement or right granting, conveying or creating, for the benefit of said land, any easement, right or license in any other property, and in, to or under any streets, ways, alleys, vaults, gores or strips of land adjoining said land or any parcel thereof, or in or to the air space over said land; and all claims or demands of Borrower, at law or in equity, in possession or expectancy of, in or to any of the same.

2. **Full Force and Effect.** Except as expressly modified and amended herein, all of the terms and provisions of the Mortgage, as previously modified, shall remain in full force and effect and all of the terms and provisions of the Mortgage are hereby ratified and confirmed in all respects by Lender and Borrower.

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

GREYSTONE DEVELOPMENT COMPANY, LLC, an Alabama limited liability company

By: **DANIEL REALTY CORPORATION,** an Alabama corporation, Its Manager

By: *DK Lloyd*
Its: *SM*

DANTRACT, INC., an Alabama corporation,

By: *Charles W. Daniel*
Charles W. Daniel, Its President

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I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Donald K. Lloyd, whose name as Sr. Vice Pres. of Daniel Realty Corporation, an Alabama corporation, as Manager of Greystone Development Company, LLC, an Alabama limited liability company, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of Daniel Realty Corporation, an Alabama corporation, in its capacity as Manager of Greystone Development Company, LLC, an Alabama limited liability company.

Given under my hand and official seal this the 21st day of January, 1999.

Ginger A. McCoy
Notary Public

MY COMMISSION EXPIRES AUGUST 2, 2000
My Commission Expires: _____

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I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles W. Daniel, whose name as President of Dantract, Inc., an Alabama 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of such corporation.

Given under my hand and official seal this the 26th day of January, 1999.



Notary Public

My Commission Expires: 8/27/2001

THIS INSTRUMENT PREPARED BY AND
UPON RECORDING SHOULD BE RETURNED TO:

Stephen R. Monk, Esq.
Bradley Arant Rose & White LLP
2001 Park Place North, Suite 1400
Birmingham, Alabama 35203

EXHIBIT A-1

Legal Description of Dantract 450-Acre Tract

A parcel of land situated in Sections 14, 15, 22, and 23, Township 18 South, Range 1 West Shelby County, Alabama, being more particularly described as follows:

Commence at a 3" capped iron pipe marking the Northeast corner of Section 22, Township 18 South, Range 1 West; Run thence South 88 degrees 57 minutes 05 seconds West along the North line of said Section 22 for 1318.81 feet to the Point of Beginning; Run thence South 0 degrees 34 minutes 32 seconds East along the West line of the East half of the Northeast Quarter of said Section 22 for 2665.12 feet; Run North 88 degrees 52 minutes 07 seconds East along the South line of the East half of the Northeast Quarter of said Section 22 for 1324.55 feet to the East line of said Section 22; Run thence South 0 degrees 40 minutes 07 seconds East along the East line of said Section 22 for 1331.29 feet to the Northwest corner of the Southwest Quarter of the Southwest Quarter of Section 23, Township 18 South, Range 1 West; Run thence North 32 degrees 47 minutes 48 seconds East for 4795.81 feet to the Southwest corner of the Southwest Quarter of the Southeast Quarter of Section 14, Township 18 South, Range 1 West; Run thence North 30 degrees 58 minutes 42 seconds East for 2549.52 feet; Run thence North for 500.00 feet to the Northeast corner of the Northwest Quarter of the Southeast Quarter of said Section 14; Run thence South 89 degrees 11 minutes 31 seconds West along the North line of the South half of said Section 14 for 2654.14 feet; Run thence South 0 degrees 24 minutes 10 seconds East for 1333.55 feet; Run thence South 89 degrees 11 minutes 37 seconds West for 1324.95 feet to the West line of said Section 14; Run thence North 0 degrees 29 minutes 15 seconds West along the West line of said Section 14 for 1333.50 feet to the Northeast corner of the East half of the Southeast Quarter of Section 15, Township 18 South, Range 1 West; Run thence South 88 degrees 47 minutes 40 seconds West along the North line of the said East half of the Southeast Quarter for 1321.78 feet; Run thence South 0 degrees 33 minutes 01 second East along the West line of the said East half of the Southeast Quarter for 2663.35 feet to the Point of Beginning.

Said land being in Sections 14, 15, 22, and 23, Township 18 South, Range 1 West of the Huntsville Principle Meridian, Shelby County, Alabama and containing 452.7 acres.

LESS AND EXCEPT a parcel of land situated in the SE 1/4 of the SE 1/4 of Section 15, Township 18 South, Range 1 West, Shelby County, Alabama, more particularly described as follows: Commence at the SE corner of said 1/4- 1/4 section and run thence West (assumed) along the south line thereof 659.60 feet to the point of beginning of the property herein described; thence continue along the last described course 659.32 feet; thence run North 00 degrees 30 minutes 20 seconds East 554.10 feet; thence run North 89 degrees 58 minutes 20 seconds East 384.71 feet; thence run South 25 degrees 57 minutes 00 seconds East 616.36 feet to the point of beginning.