

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

FOURTH AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS FOURTH AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT (this "**Amendment**") is made and entered into as of the 4th day of March, 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, Second Amendment thereto dated as of November 1, 1998 and recorded as Instrument No. 1998-43927 in said Probate Office and Third Amendment thereto dated as of January 21, 1999 and recorded as Instrument No. 1999-04509 in said 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. **Subordination of Lien.** Section 6.19 of the Mortgage is deleted in its entirety and the following is substituted in lieu thereof:

"Section 6.19 Subordination of Lien.

(a) As used in this Section 6.19, the following terms shall have the meanings set forth below:

(i) "Guaranty" shall mean and refer to the Conditional Guaranty of Payment dated as of November 1, 1998 executed by Daniel Realty Company, an Alabama general partnership, in favor of Lender, as amended by First Amendment thereto dated as of March 4, 1999 and any and all subsequent amendments thereto.

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(ii) "First Mortgage" shall mean and refer to the Lien of a first mortgage encumbering all or any portion of the Property (which may also encumber other real property owned by Borrower or Affiliates thereof), securing an amount not more than the First Mortgage Subordination Amount, together with, to the extent permitted by the provisions of Paragraph 8(a) of the Subordination Agreement, any and all amendments, modifications, substitutions, consolidations, renewals, extensions, refinancings and replacements thereof; provided, however, that any refinancings or replacements of the First Mortgage shall in no event exceed the then outstanding balance of all amounts due under the First Mortgage Loan (whether consisting of principal, interest, fees, protective advances or any other amounts) (which amounts shall not exceed in the aggregate \$11,000,000.00);

(iii) "First Mortgage Loan" shall mean and refer to a loan in an amount not more than the First Mortgage Subordination Amount, together with all renewals, extensions and, subject to the provisions of Section 6.19(a)(ii) above and the limitations, if any, under Paragraphs 2 and 8(a) of the Subordination Agreement, any refinancings and replacements thereof;

(iv) "First Mortgage Loan Documents" shall mean and refer to the note evidencing the First Mortgage Loan, the First Mortgage and all other documents, instruments and agreements (including financing statements) evidencing, securing or otherwise executed in connection with the First Mortgage Loan, provided that such documents are described by exhibit to the Subordination Agreement to be executed by Lender;

(v) "Prior Mortgages" means, collectively, the First Mortgage and the Second Mortgage;

(vi) "First Mortgage Subordination Amount" shall mean the sum of not more than \$11,000,000.00, whether consisting of principal, interest, fees, protective advances or any other amounts;

(vii) "Second Mortgage" shall mean and refer to the Lien of a second mortgage encumbering all or any portion of the Property (which may also encumber other real property owned by Borrower or Affiliates thereof) securing an amount not more than the Second Mortgage Subordination Amount, together with, to the extent permitted by the provisions of

Paragraph 8(a) of the Subordination Agreement, any and all amendments, modifications, substitutions, consolidations, renewals, extensions, refinancings and replacements thereof; provided, however, that any refinancings or replacements of the Second Mortgage shall in no event exceed the sum of (x) the then outstanding principal balance of the Second Mortgage Loan (not to exceed \$12,500,000.00) **plus** the then applicable aggregate amount of the Second Mortgage Additional Amount accruing, arising, incurred or made under any of the Second Mortgage Loan Documents through the date of such refinancing and (y) subject to the limitations, if any, set forth in Paragraph 8(a) of the Subordination Agreement, any Second Mortgage Additional Amount accruing, arising, incurred or made under any of the Second Mortgage Loan Documents evidencing such refinancing after the date of such refinancing;

(viii) "Second Mortgage Loan" shall mean and refer to a loan in the principal amount of not more than \$12,500,000.00 **plus** the aggregate amount of any Second Mortgage Additional Amount accruing, arising, incurred or made under any of the Second Mortgage Loan Documents, together with all renewals, extensions and, subject to the provisions of Section 6.19(a)(vi) above and the limitations, if any, under Paragraphs 3 and 8(a) of the Subordination Agreement, any refinancings and replacements thereof;

(ix) "Second Mortgage Loan Documents" shall mean and refer to the note evidencing the Second Mortgage Loan, the Second Mortgage and all other documents, instruments and agreements (including financing statements) evidencing, securing or otherwise executed in connection with the Second Mortgage Loan, provided that such documents are described by exhibit to the Subordination Agreement to be executed by Lender;

(x) "Second Mortgage Subordination Amount" shall mean the initial principal sum of not more than \$12,500,000.00 **plus** the Second Mortgage Additional Amount;

(xi) "Second Mortgage Additional Amount" shall mean the aggregate amount of any and all interest, additional interest, capitalized interest, reasonable attorneys' fees and expenses of Hunton & Williams or a comparable law firm selected by the holder of the Second Mortgage in its sole discretion, the reasonable fees and reasonable expenses of a

work-out consultant selected by the holder of the Second Mortgage in its sole discretion, and protective advances accruing, arising, incurred or made under any of the Second Mortgage Loan Documents; and

(xii) "Subordination Agreement" shall mean and refer to the subordination agreement to be executed and delivered by Lender in favor of the holders of the Prior Mortgages which shall be in the form of the Subordination Agreement dated as of March 4, 1999 executed by Lender in favor of SouthTrust Bank, National Association and Southern Indiana Properties, Inc.

(b) Notwithstanding anything provided to the contrary in this Mortgage or any of the other Security Documents, Lender does hereby covenant, acknowledge and agree that:

(i) Except for the Guaranty, which will not be subordinated to the Lien or the rights created by the First Mortgage Loan Documents, all of the Security Documents, including, specifically (but without limitation), the Note and the Lien of this Mortgage and all sums now or hereafter owing to Lender pursuant thereto, are and shall be subject, subordinate and rendered junior in rights of payment, in rights of priority, and in all other respects to the prior payment in full and priority of all obligations now existing or hereafter owing to the holder of the First Mortgage in an amount not to exceed the First Mortgage Subordination Amount. Nothing contained in this Section 6.19(b)(i) shall be deemed to prohibit any payments to Lender permitted pursuant to Section 6.19(d) below.

(ii) Except for the Guaranty, which will not be subordinated to the Lien or the rights created by the Second Mortgage Loan Documents, all of the Security Documents, including, specifically (but without limitation), the Note and the Lien of this Mortgage and all sums now or hereafter owing to Lender pursuant thereto, are and shall be subject, subordinate and rendered junior in rights of payment, in rights of priority, and in all other respects to the prior payment in full and priority of all obligations now existing or hereafter owing to the holder of the Second Mortgage in an amount not to exceed the Second Mortgage Subordination Amount. Nothing contained in this Section 6.19(b)(ii) shall be deemed to prohibit any payments to Lender permitted pursuant to Section 6.19(d) below.

Lender covenants and agrees to execute and deliver to Borrower and the holders of the Prior Mortgages (and to the holders of any permitted refinancings or replacements thereof) the Subordination Agreement whereby Lender shall agree, acknowledge and confirm the agreements of Lender set forth in this Paragraph 6.19(b).

(c) Borrower covenants and agrees with Lender that, from and after the date on which all of the principal proceeds of the First Mortgage Loan and the Second Mortgage Loan have been fully funded to Borrower, Borrower will obtain (and promptly deliver copies of the same to Lender) on a quarterly basis (i) from the holder of the First Mortgage a calculation of the outstanding principal balance of the First Mortgage Loan as of the last day of the immediately preceding quarter and (ii) from the holder of the Second Mortgage a calculation of the total actual amount of principal, interest, additional interest, capitalized interest, protective advances, the reasonable attorneys' fees and expenses of Hunton & Williams or a comparable law firm selected by the holder of the Second Mortgage in its sole discretion, and the reasonable fees and reasonable expenses of a work-out consultant selected by the holder of the Second Mortgage in its sole discretion, which have accrued, arisen, been incurred or made under the Second Mortgage Loan Documents as of the last day of the immediately preceding quarter.

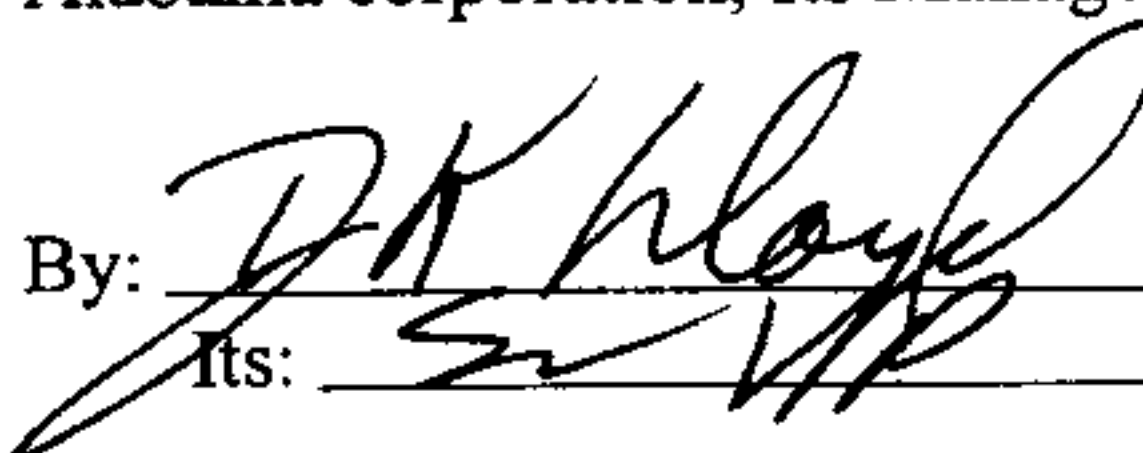
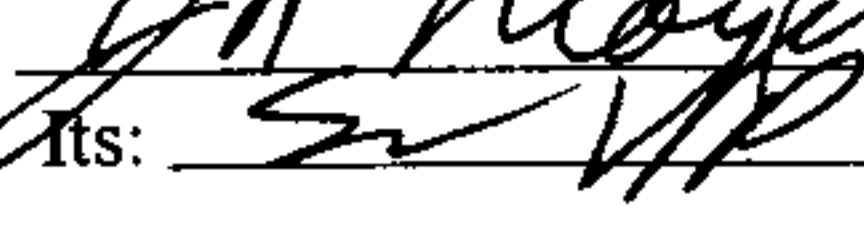
(d) Notwithstanding anything provided to the contrary in Paragraph 6.19(b) above or in any other provision of the Mortgage, until the earlier to occur of (i) the filing of a petition in bankruptcy by or against Borrower or (ii) the consummation of foreclosure proceedings or a deed-in-lieu of foreclosure with respect to either the First Mortgage or the Second Mortgage, Lender shall be entitled to receive payments under Sections 2 and 3 of the Note. Upon any dismissal or termination of such bankruptcy or foreclosure proceedings prior to completion thereof (but subject in any event to any modifications imposed by a court of competent jurisdiction), Lender shall again be entitled to receive payments from Borrower under Sections 2 and 3 of the Note, together with accrued arrearages, if any."

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.

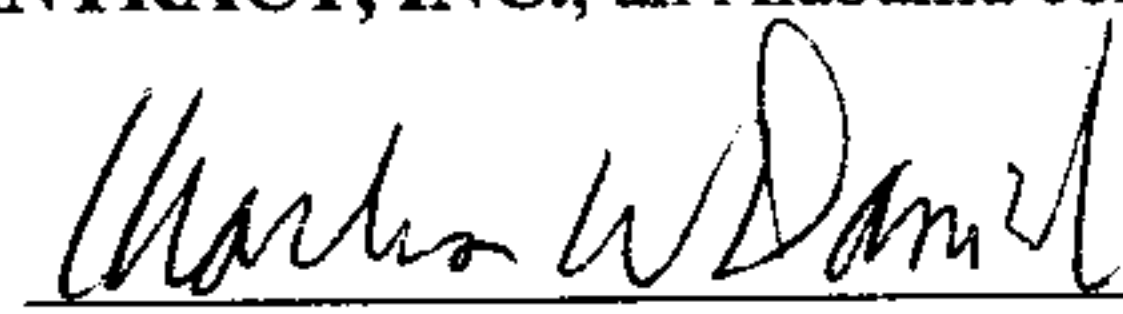
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

GREYSTONE DEVELOPMENT COMPANY, LLC, an Alabama limited liability company

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

By: 
Its: 

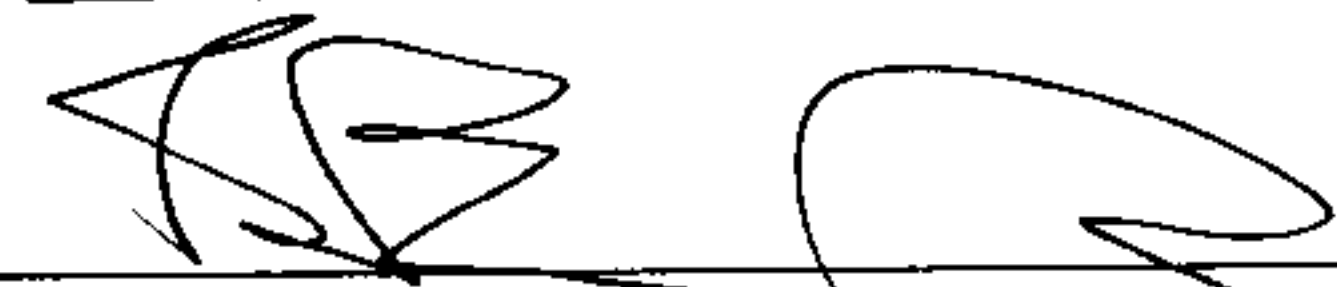
DANTRACT, INC., an Alabama corporation,

By: 
Charles W. Daniel, Its President

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Donald K. Lloyd, whose name as Senior Vice President 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.

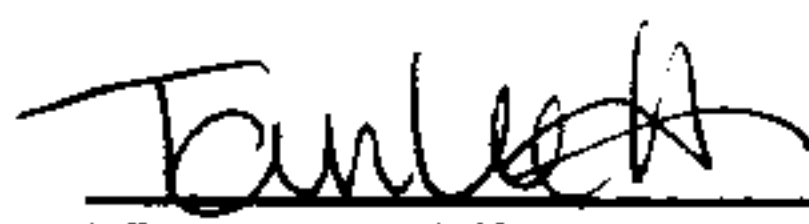
Given under my hand and official seal this the 23rd day of March, 1999.


Notary Public
My Commission Expires: 9/8/2001

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

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 Dantract, Inc., an Alabama corporation, in his capacity as President.

Given under my hand and official seal this the 22 day of March, 1999.



Notary Public

My Commission Expires: 8/27/01

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