

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

J. Waverly Pulley, III, Esq.
Hunton & Williams
951 East Byrd Street
Richmond, Virginia 23219-4074

Inst # 2001-02188
01/22/2001-02188
09:07 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
010 MMB 39.00

STATE OF ALABAMA)
COUNTIES OF JEFFERSON AND SHELBY)

MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT (this "Agreement"), dated this 21st day of December, 2000, among GREYSTONE DEVELOPMENT COMPANY, LLC, an Alabama limited liability company ("Greystone"), and GREYSTONE GOLF CLUB, INC., an Alabama nonprofit corporation ("Club"), as mortgagors and debtors, whose address is c/o Daniel Realty Corporation, 3595 Grandview Parkway, Suite 400, Birmingham, Alabama 35243, Attention: Donald K. Lloyd (Greystone and the Club are hereinafter together called the "Mortgagors"), in favor of SOUTHERN INDIANA PROPERTIES, INC., an Indiana corporation as mortgagee and secured party, whose address is Old Post Office Place, 100 N.W. Second Street, Suite 310, Evansville, Indiana 47708 ("SIPI"), recites and provides:

RECITALS:

A. Greystone is the maker of a Promissory Note dated March 4, 1999 (the "SIPI Note") payable to the order of SIPI in the original principal amount of up to \$12,500,000, and is justly indebted to SIPI pursuant to that certain Note Purchase Agreement dated March 4, 1999 (the "SIPI Note Purchase Agreement") between Greystone and SIPI. The SIPI Note and SIPI Note Purchase Agreement are secured by, among other things, (a) that certain Mortgage and Security Agreement dated March 4, 1999 from Greystone and the Club in favor of SIPI and recorded as Instrument No. 1999-12265 in the Shelby Probate Office and as Instrument No. 9904/6715 in the Jefferson Probate Office (the "SIPI Mortgage"), which SIPI Mortgage encumbers the Mortgaged Property (as defined therein), (b) the supplemental mortgage and security interest granted in this Agreement, which supplements and modifies the SIPI Mortgage, (the "Additional Mortgage") encumbering the Additional Mortgaged Property described below, (c) the Assignment of Rents and Leases dated March 4, 1999 ("Assignment"), and recorded as Instrument No. 1999-12266 in the Shelby Probate Office and as Instrument No. 9904/6716 in the Jefferson Probate Office, and (d) the Assignment and Security Agreement (Purchase Option and Management Agreement) dated March 4, 1999 ("Assignment-Purchase Option"), and recorded as Instrument No. 1999-12267 in the Shelby Probate Office. The SIPI Note, the SIPI Note Purchase Agreement, the SIPI Mortgage, the Additional Mortgage, the Assignment and the Assignment-Purchase Option and all other Loan Documents (as defined in the Note Purchase Agreement) are collectively referred to herein as the "SIPI Loan Documents."

Cahaba Title, Inc.

B. Under Section 2.07 of the SIPI Mortgage, Greystone and the Club have agreed that the lien of the SIPI Mortgage will automatically attach to all after acquired property used in the operation of the Mortgaged Property and have agreed to provide such additional mortgages and other further assurances as may be reasonably requested by SIPI to continue and preserve the obligations of Greystone and the Club under the SIPI Mortgage.

C. Daniel Oak Mountain Limited Partnership, an Alabama limited partnership, has conveyed to Greystone, by quitclaim deed dated as of the date hereof, all of its right, title and interest, if any, in and to the Additional Land described below.

D. Greystone desires to grant an additional mortgage and security interest on the Additional Land and the Mortgagors desire to grant liens on their respective interests now owned or hereafter acquired, in the Additional Mortgaged Property described below. The parties also desire to execute this Agreement for the purpose of modifying the SIPI Loan Documents as necessary in order to correct a scrivener's error and to make other conforming changes to the SIPI Mortgage.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing recitals (such recitals being incorporated herein by this reference), the sum of Ten Dollars, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to further secure the Loan Obligations (as defined in the SIPI Mortgage), the undersigned agree as follows:

1. **Definitions.** Terms used herein as defined terms, and not otherwise defined in this Additional Mortgage, shall have the meanings ascribed to them in the SIPI Mortgage.
2. **Modification of SIPI Mortgage to Encumber the Additional Mortgaged Property.**
 - (a) Greystone (and, to the extent the Club may hereafter acquire any interest therein, the Club) has bargained and sold and does hereby grant, bargain, sell, alien and convey unto SIPI, its successors and assigns, all of its right, title and interest, if any, in the following land and interests in land, estates, appliances and appurtenances, including replacements and additions thereto (which together with any additional such property hereafter acquired by the Mortgagors and subject to the lien of this Additional Mortgage, or intended to be so, as the same may be from time to time constituted is hereinafter sometimes referred to collectively as the "Additional Mortgaged Property"), to-wit:
 - (i) All of the Mortgagors' respective right, title and interest in and to the tracts or parcels of land located in Shelby County, Alabama as more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Additional Land"); together with any other

greater right which the Mortgagors (or ether of them) may hereafter acquire with respect to the Additional Land; and

- (ii) All of the Mortgagors' respective right, title and interest in and to all buildings, structures and improvements of every nature whatsoever, now or hereafter situated on the Additional Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, every kind and nature whatsoever now or hereafter owned by the Mortgagors (or either of them) and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Additional Mortgaged Property, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Additional Land (collectively, the "Additional Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Additional Land and a part of the Additional Mortgaged Property as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the obligations under the SIPI Loan Documents; provided, however, that with respect to any items of equipment and personal property which are leased or not owned, the Additional Mortgaged Property shall include the respective Mortgagor's leasehold interest only, together with any option to purchase any of said items and any additional or greater rights with respect to such items hereafter acquired; and
- (iii) All of the Mortgagors' respective right, title and interest in and to all easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Additional Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Additional Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagors (on either of them) (collectively, the "Additional Appurtenant Rights"), and any and all such greater rights as the Mortgagors (or either of them) may hereinafter acquire in and to the Additional Appurtenant Rights; and

- (iv) All of the Mortgagors' respective right, title and interest in and to all rents, issues profits and revenues of the Additional Mortgaged Property from time to time accruing, including, without limitation, all sums due under any leases or tenancies, together with all proceeds of insurance, condemnation payments, security deposits and escrow funds, and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of such Mortgagor of, in and to the same, reserving to such Mortgagor only the right to collect the same so long as an Event of Default (as defined in the SIPI Mortgage) has not occurred hereunder or such collection is not otherwise restricted by the SIPI Mortgage; and
 - (v) To the fullest extent assignable (if assignable by law), all of the Mortgagors' respective right, title and interest in and to any and all licenses, permits, certificates of occupancy, and similar documents, warranties, guarantees, operating agreements and service contracts obtained by the Mortgagors (or either of them) relating to the ownership, use and operation of the Additional Mortgaged Property; and
 - (vi) All of the Mortgagors' respective right, title and interest, if any, in and to all rights, powers, and reservations as the "Developer" under the Greystone Residential Declaration of Covenants, Conditions and Restrictions as recorded in the Shelby Probate Office in Real 317, Page 260, et seq., as amended from time to time; as such rights, powers and reservations shall apply to the Additional Mortgaged Property.
- (b) Greystone and the Club each hereby acknowledge that the SIPI Mortgage and the Additional Mortgage secure the Loan Obligations. In confirmation of the foregoing, all references in the SIPI Mortgage to the "Loan Documents" shall hereinafter be deemed to be references to the "SIPI Loan Documents" as that term is defined in this Agreement.
- (c) Except as specifically modified hereby, the terms and provisions of the SIPI Mortgage are hereby ratified and confirmed by the parties hereto and remain in full force and effect. The SIPI Mortgage, as modified hereby, together with the lien granted hereby on the additional Mortgaged Property, continue to secure the Loan Obligations with the same lien priority as immediately prior to execution and recordation hereof.

3. **Other Modifications.**

- (a) The term "First Golf Course" shall be amended and restated as follows:
"First Golf Course" means the approximate 190 acre, 18-hole golf course located in Greystone I, including the Existing Clubhouse, which is situated on that certain real property in Shelby County,

Alabama, which is more particularly described as "Parcel VII-A" and "Parcel VII-B" on Exhibit A attached hereto.

(b) Any Default or Event of Default under any of the SIPI Loan Documents shall constitute an Event of Default under the SIPI Note, the SIPI Mortgage, this Additional Mortgage and the other SIPI Loan Documents, entitling the Lender to exercise its available rights and remedies under the SIPI Loan Documents and applicable laws. All references to the SIPI Mortgage which may be contained in any of the SIPI Loan Documents shall be deemed to be references to the SIPI Mortgage as modified by this Agreement.

(c) All references contained in any of the other SIPI Loan Documents to any other SIPI Loan Document that is being modified by this Agreement shall be deemed to be references to such documents as modified by this Agreement.

(d) Except as modified hereby, the terms and provisions of the SIPI Loan Documents are hereby ratified and confirmed and remain in full force and effect.

4. **Consent of SIPI.** SIPI executes this Agreement to evidence its consent to the modification effected hereby; provided, however, that such consent shall neither be nor be deemed to be a consent to, or a waiver of the necessity of obtaining the consent of SIPI to any future modification.

5. **Further Assurances.** Greystone and the Club each hereby covenants and agrees to execute and deliver, or cause to be executed and delivered, and to do or make, or cause to be done or made, upon the reasonable request of SIPI, any and all instruments, papers, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by SIPI for the purpose of effecting the modifications described herein.

6. **Miscellaneous.**

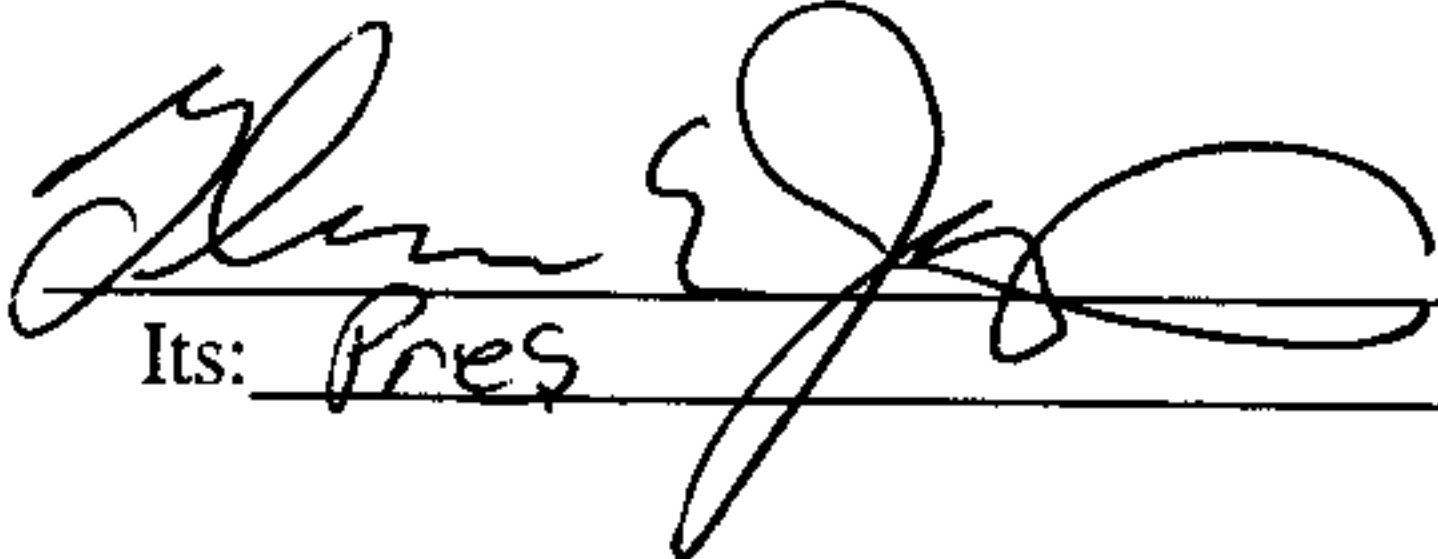
(a) This Agreement may be executed in any number of counterparts bearing the original signatures of all parties hereto, each of which shall constitute an original for all purposes, but all of which shall evidence but one and the same Agreement.

(b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) **THE VALIDITY, INTERPRETATION, ENFORCEMENT AND EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ALABAMA.**

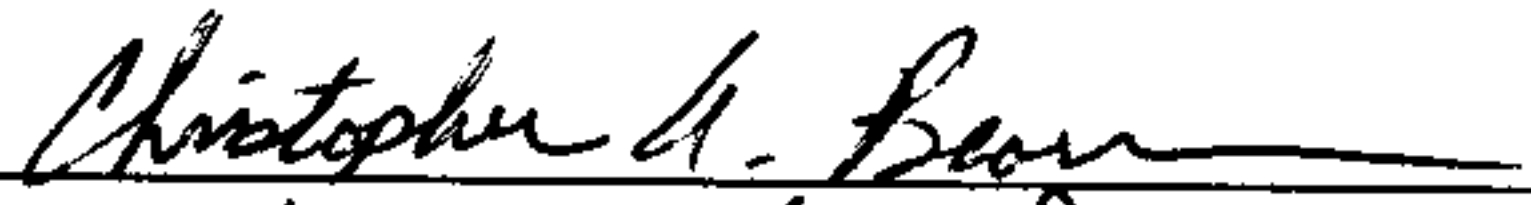
IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the day and year first above written.

SOUTHERN INDIANA PROPERTIES, INC., an
Indiana corporation


By: 
Its: Pres

**GREYSTONE DEVELOPMENT COMPANY,
LLC**, an Alabama limited liability company

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

By: 
Its: Senior Vice President

GREYSTONE GOLF CLUB, INC., an Alabama
nonprofit corporation

By: 
Its: Vice President

STATE OF _____)
_____ COUNTY)

I, a Notary Public in and for said County in said State, hereby certify that Glenn E. Jansen whose name as President of Southern Indiana Properties, Inc., an Indiana corporation, is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Agreement, 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 21st day of December, 2000.

Linda S. Hammon
Notary Public

[NOTARIAL SEAL]

LINDA SUE HAMMON
NOTARY PUBLIC STATE OF INDIANA
WARRICK COUNTY
My commission expires: _____ MY COMMISSION EXP. SEPT 15, 2004

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, hereby certify that Christopher A. Brown, as Sr. Vice President of Daniel Realty Corporation, an Alabama corporation and Manager of Greystone Development Company, LLC, an Alabama limited liability company, whose name is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he, as such officer, executed the same voluntarily and with full authority for and as the act of said corporation, in its capacity as Manager as aforesaid

Given under my hand and official seal this 19th day of January, 2000-2001
Sn



Notary Public

[NOTARIAL SEAL]

My Commission Expires: 9/8/01

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, hereby certify that Christopher A. Brown, as Vice President of Greystone Golf Club, Inc., an Alabama nonprofit corporation, whose name is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he, as such officer, executed the same voluntarily and with full authority for and as the act of said corporation.

Given under my hand and official seal this 19th day of January, ~~2000~~ 2001.



Notary Public

[NOTARIAL SEAL]

My Commission Expires: 9/8/01

Exhibit A

A parcel of land situated in the Southwest quarter of Section 28, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at an iron pin found at the Southwest corner of Lot 37-A in a Resurvey of Lot 37, Greystone 6th Sector, as recorded in Map Book 27 on Page 67, in the Office of the Judge of Probate, Shelby County, Alabama; thence run in a Southeasterly direction along the Southwest line of said Lot 37-A for a distance of 160.08 feet to an iron pin found at the Southeast corner of said Lot 37-A; thence turn an angle to the left of 54 degrees, 04 minutes, 30 seconds and run in a Northeasterly direction along the Southeast line of said Lot 37-A for a distance of 113.55 feet to an iron pin found; thence turn an angle to the right of 114 degrees, 34 minutes, 08 seconds, and run in a Southwesterly direction for a distance of 236.00 feet to an iron pin found; thence turn an angle to the left of 09 degrees, 26 minutes, 44 seconds and run in a Southeasterly direction for a distance of 425.82 feet to an iron pin found; thence turn an angle to the right of 71 degrees, 14 minutes, 11 seconds and run in a Southwesterly direction for a distance of 123.59 feet to an iron pin found; thence turn an angle to the right of 73 degrees, 52 minutes, 17 seconds and run in a Northwesterly direction for a distance of 363.02 feet to an iron found; thence turn an angle to the left of 23 degrees, 47 minutes, 02 seconds and run in a Northwesterly direction for a distance of 143.53 feet to an iron found; thence turn an angle to the right of 04 degrees, 32 minutes, 45 seconds and run in a Northwesterly direction for a distance of 50.29 feet to an iron pin found at the Southeast corner of Lot 38 in Greystone 6th Sector as recorded in Map book 17, Pages 54A-D in the Office of the Judge of Probate of Shelby County, Alabama; thence turn an angle to the right of 83 degrees, 20 minutes, 54 seconds and run in a Northeasterly direction along the Southeast line of said Lot 38 for a distance of 243.59 feet to an iron pin found, said iron pin found being on a curve to the right having a central angle of 03 degrees, 14 minutes, 21 seconds and a radius of 265.33 feet; thence turn an angle to the left to the chord of said curve of 60 degrees, 32 minutes, 35 seconds and run in a Northwesterly direction along the arc of said curve for a distance of 15.00 feet to a point on a reverse curve to the left having a central angle of 73 degrees, 06 minutes, 48 seconds and a radius of 25.00 feet; thence run in a Northwesterly direction along the arc of said curve for a distance of 31.90 feet to a point on the South right of way line of Greystone Way in said Greystone 6th Sector, said point being on a curve to the left having a central angle of 38 degrees, 13 minutes, 47 seconds and a radius of 375.69 feet; thence turn an angle to the right from the tangent of last stated curve to the radius of said curve of 90 degrees, 00 minutes, 00 seconds and run in a Northeasterly direction along the arc of said curve and also along the South right of way line of said Greystone Way for a distance of 250.67 feet to the point of beginning; Said parcel containing 5.36 acres, more or less.

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