


STATE OF ALABAMA)
 :
COUNTY OF SHELBY)


20021127000594380 Pg 1/1 14.00
Shelby Cnty Judge of Probate, AL
11/27/2002 14:26:00 FILED/CERTIFIED

AFFIDAVIT

Before me, the undersigned Notary Public in and for said County, in said State, personally appeared Christopher A. Brown, Senior Vice President of Daniel Realty Corporation, an Alabama corporation, the Manager of **Greystone Golf, LLC**, an Alabama limited liability company ("Borrower"), who is known to me, and who being first duly sworn by me, deposes and says as follows:

1. Greystone Development Company, LLC, an Alabama limited liability company ("GDC"), has heretofore executed and delivered to Southern Indiana Properties, Inc., an Indiana corporation ("Lender"), a Promissory Note dated March 4, 1999 in the original principal amount of \$12,500,000 (the "Loan"). The Loan is secured by that certain Mortgage and Security Agreement dated March 4, 1999 and recorded March 23, 1999 as Instrument #1999-12265 in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office"), as modified by that certain Mortgage Modification Agreement dated December 21, 2000 and recorded January 22, 2001 as Instrument #2001-02188 in the Probate Office (collectively the "Original Mortgage").

2. Contemporaneously herewith, GDC has transferred and conveyed to Borrower all of the real property encumbered by the Original Mortgage. The total consideration paid by Borrower to GDC in connection therewith was the assumption by Borrower of the Loan, as secured by the Original Mortgage.

3. Contemporaneously herewith, Borrower and SIPI are entering into an Amended and Restated Mortgage and Security Agreement (the "Restated Mortgage"), which will be filed in the Probate Office. The Restated Mortgage amends and restates the Original Mortgage in its entirety. In connection therewith, the principal amount of the Loan has been increased from \$12,500,000 to \$15,233,526.05, which amount is secured by the Restated Mortgage.

4. At the time the Original Mortgage was recorded in the Probate Office, a mortgage tax was paid on the original principal indebtedness of \$12,500,000 secured by the Original Mortgage. The principal indebtedness secured by the Restated Mortgage has been increased to \$15,233,526.05, which is an increase in the amount of \$2,733,526.05 over the amount secured by the Original Mortgage. Accordingly, additional mortgage recording taxes on the increased indebtedness of \$2,733,526.05 are due and payable in connection with the recordation of the Restated Mortgage.

The undersigned has executed this Affidavit in his capacity as Senior Vice President of Daniel Realty Corporation, the Manager of Greystone Golf, LLC, for the purpose of assisting the Judge of Probate in Shelby County, Alabama in establishing the amount of mortgage taxes to be collected in connection with the recordation of the Restated Mortgage.



Affiant

Sworn to and subscribed before me
this 27th day of November, 2002


Notary Public

My Commission Expires: 06-04-04

[NOTARIAL SEAL]