

THIS INSTRUMENT PREPARED BY:
Gail Livingston Mills
Burr & Forman LLP
3100 SouthTrust Tower
420 North 20th Street
Birmingham, Alabama 35203

STATE OF ALABAMA)
COUNTY OF SHELBY)

**AMENDMENT TO SECOND AMENDED AND RESTATED
SUBORDINATION OF MORTGAGE AGREEMENT**

THIS AMENDMENT TO SECOND AMENDED AND RESTATED SUBORDINATION OF MORTGAGE AGREEMENT (this "Agreement"), made as of the 8th day of September, 2003, is between DANTRACT, INC., an Alabama corporation ("DanTract"), GREYSTONE DEVELOPMENT COMPANY, LLC, an Alabama limited liability company ("Greystone"), and SOUTHTRUST BANK, an Alabama banking corporation ("SouthTrust").

RECITALS

DanTract, Greystone, and SouthTrust are parties to that certain Second Amended and Restated Subordination of Mortgage Agreement dated as of November 14, 2002, and recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument No. 20021127000594470 (the "Subordination Agreement"; *all defined terms used herein without definitions shall have the meanings set forth in the Subordination Agreement*).

The Subordination Agreement establishes certain rights and agreements between DanTract and SouthTrust (collectively, the "Lenders") with respect certain land upon which both Lenders hold mortgage liens, such land being located Shelby County, Alabama in the planned unit development commonly known as "Greystone." The SouthTrust Loan, as described in the Subordination Agreement, is a loan made by SouthTrust to Greystone in the original principal amount of \$11,000,000, and is (for clarification) hereinafter referred to in this Agreement as the "SouthTrust/GDC Loan," and the SouthTrust Loan Documents are (for clarification) hereinafter referred to in this Agreement as the "SouthTrust/GDC Loan Documents."

Pursuant to the Subordination Agreement, DanTract agreed with SouthTrust that the DanTract Loan Documents and specifically (but without limitation), the lien of the DanTract Mortgage, and all sums now or hereafter owing to DanTract pursuant thereto, are and remains 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 SouthTrust pursuant to the SouthTrust/GDC Loan Documents, whether for principal, interest, additional interest, fees (including, without limitation, reasonable attorneys' fees and disbursements), expenses, protective advances under the SouthTrust/GDC Loan Documents, or otherwise (collectively, the "SouthTrust/GDC Loan Obligations"); provided, however, that

notwithstanding anything in the Subordination Agreement or the SouthTrust Loan/GDC Documents to the contrary, the maximum amount of the SouthTrust/GDC Loan Obligations to which DanTract subordinated was agreed not exceed Eleven Million Dollars (\$11,000,000.00), which principal balance is currently outstanding at \$1,145,034.29 (the "SouthTrust/GDC Priority Amount").

Greystone has requested that Lender re-advance up to Two Million Two Hundred Thousand and No/100 Dollars (\$2,200,000.00) of the SouthTrust/GDC Loan proceeds which have been repaid by Greystone (the "Loan Increase"). SouthTrust has agreed to make the Loan Increase, provided that, among other things, the parties execute, deliver, and record this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. DanTract hereby consents to the Loan Increase, and agrees and acknowledges that its agreements regarding subordination of the DanTract Loan Documents and the DanTract Loan to the SouthTrust Priority Amount, all as is set forth in the Subordination Agreement, shall extend to the Loan Increase, and the Loan Increase shall be included within the SouthTrust Priority Amount.

2. Section 7(a) of the Subordination Agreement is hereby modified and amended by deleting the figures "\$11,000,000" (as the same refers to the principal balance of the SouthTrust/GDC Loan) where the same appears and inserting in lieu thereof the figure "\$3,345,034.29" (which such amount is the sum of the current principal balance of the SouthTrust/GDC Loan plus the Loan Increase).

3. Except as hereby expressly modified and amended, the Subordination Agreement shall remain in full force and effect, and the Subordination Agreement, as so amended, is hereby ratified and affirmed in all respects.

4. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.

5. This Agreement may be executed in counterparts, each of which shall be an original, but all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be properly executed and delivered on the date of the notary acknowledgments set forth below, to be effective as of the day and year first above written.

DANTRACT:

DANTRACT, INC.

an Alabama corporation

BY: Charles W. Daniel
Its: President

GREYSTONE:

GREYSTONE DEVELOPMENT COMPANY, LLC

an Alabama limited liability company

BY: **DANIEL REALTY CORPORATION**

an Alabama corporation

BY: Christopher A. Brown
Christopher A. Brown
Its Senior Vice President

SOUTHTRUST:

SOUTHTRUST BANK

an Alabama banking corporation

BY: Stephen T. Hodges
Stephen T. Hodges
Its Group Vice President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Christopher A. Brown, 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 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, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as aforesaid.

Given under my hand and seal of office this 5th day of ~~August~~ ^{Sept}, 2003.

Carol Wil
Notary Public
[NOTARIAL SEAL]
My commission expires: 9/25/06

STATE OF ALABAMA)
JEFFERSON COUNTY)

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 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, 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 4th day of ~~August~~ ^{September}, 2003.

Beverly A. Letmore
Notary Public
[NOTARIAL SEAL]
My commission expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 10, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, hereby certify that Stephen T. Hodges, whose name as Group Vice President of SouthTrust Bank, an Alabama banking corporation, 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 the instrument, he, as such officer, executed the same voluntarily and with full authority for and as the act of said association.

Given under my hand and seal of office this 27th day of August, 2003.



Renee Davito
Notary Public
[NOTARIAL SEAL]
My commission expires: 5/08/07