

This Instrument was prepared by Charles C. Benedict, Esq.
Please return to: Charles C. Benedict, Esq.
Womble Carlyle Sandridge & Rice, PLLC
1275 Peachtree Street, N.E.
Suite 700
Atlanta, Georgia 30309

FIRST CONSOLIDATED AMENDATORY AGREEMENT

Re: Real Estate Note dated
March 17, 1995 (Principal Face
Amount of \$455,000.00).

Mortgage and Security Agreement
recorded in Instrument 1995,
Page 07798, Shelby County,
Alabama Records.

THIS FIRST CONSOLIDATED AMENDATORY AGREEMENT, (this "Agreement") made and entered into as of the 1st day of September, 1997, by and between CDS BIRMINGHAM, L.L.C., a Georgia limited liability company (hereinafter referred to as the "Borrower"), and SOUTHTRUST BANK OF GEORGIA, N.A., a national banking association with its principal place of business in Atlanta, Georgia (hereinafter referred to as "Lender").

W I T N E S S E T H:

WHEREAS, Borrower and Lender are the parties in interest under a certain loan transaction (hereinafter referred to as the "Loan") in the principal face amount of \$455,000.00, which is evidenced and secured by the following documents (hereinafter, together with any and all other documents now or hereafter evidencing or securing the Loan, collectively referred to as the "Loan Documents"):

- (i) Real Estate Note (hereinafter referred to as the "Note") dated March 17, 1995 by Borrower payable to the order of Lender in the original principal face amount of \$455,000.00;
- (ii) Mortgage and Security Agreement (hereinafter referred to as the "Deed") executed by Borrower in favor of Lender dated March 17, 1995, recorded in

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Instrument 1995, Page 07798, Shelby County, Alabama
Records encumbering certain "Premises" as security
for the payment of the Note; and

(iii) Assignment of Leases and Rents (hereinafter referred to
as the "Assignment") executed by Borrower in favor of
Lender dated March 17, 1995, recorded in aforesaid
records.

WHEREAS, Borrower acknowledges that the outstanding principal
balance of the Note as of the date hereof is \$396,742.57; and that
Lender shall in no event be required to fund any further amounts;
and

WHEREAS, Borrower desires that Lender modify the rate of
interest and extend the maturity date of the Loan from February 1,
1998 to September 1, 2004.

NOW, THEREFORE, for and in consideration of the foregoing
premises, and of the mutual promises and covenants hereinafter set
forth, Borrower and Lender do hereby mutually covenant and agree as
follows:

1. The maturity date of the Note and Deed shall be and is
hereafter September 1, 2004.
2. Notwithstanding anything to the contrary contained in the
Note, the Note is hereby amended to provide that from and
after the date hereof interest on the outstanding
principal balance shall accrue at a rate equal to the
Treasury Rate Option. As used herein, "Treasury Rate
Option" means a rate per annum equal to the applicable
"Treasury Rate" plus the "Treasury Rate Margin". The
applicable Treasury Rate shall be a rate per annum equal
to the yield on actively traded United States Government
securities issues adjusted to a constant maturity for a
term of five (5) years, as published in the Federal
Reserve Statistical Release H.15(519) for the appropriate
maturity under the heading "U.S. Government Securities -
Treasury Constant Maturities" for the last full week
ending before the first day of the applicable Interest
Period (as hereinafter defined). In the event the
Federal Reserve Statistical Release H.15 (519) is no
longer published or in the event such publication ceases

to publish the yield on actively traded United States Government securities issues, then the applicable Treasury Rate shall be determined by reference to The Wall Street Journal for the appropriate maturity under the heading "Treasury Bonds, Notes and Bills" and the subheading "Government Bonds and Notes" (or a comparable rate if such alternate publication is no longer published) for the last full week ending before the first day of the applicable Interest Period. As used herein, the "Treasury Rate Margin" shall mean one hundred and ninety-five hundredths percent (1.95%). At the end of the fifth (5th) year, Lender shall reset the Treasury Rate Option with a Treasury Rate equal to the yield on actively traded United States Government issues adjusted to a constant maturity for a term of two (2) years for the balance of the Loan.

3. Section 1.01 of the Note is hereby amended by deleting the first six (6) sentences thereof and to provide that monthly installments of principal shall be due and payable in one hundred twenty (120) consecutive monthly installments commencing on October 1, 1997 (and continuing on the first (1st) day of each and every month thereafter including September 1, 2004, at which time the entire outstanding balance hereof, together with all accrued interest thereon, shall be due and payable) in respective amounts which would amortize fully the principal balance hereunder in ten (10) years, provided, however, that the monthly principal and interest payments hereunder shall be readjusted pursuant to the reamortization of the outstanding principal balance over the then remaining 5-year amortization term after the fifth loan year (i.e., September 1, 2002). Interest under the Note shall continue to accrue on the unpaid balance of the Loan at a rate equal to the Treasury Rate Option.
4. The terms and conditions of the Note, Deed, Assignment and the other Loan Documents, as amended hereby, shall be construed and enforced in accordance with the laws of the State of Georgia.
5. This Agreement shall not constitute a novation of the Note, Deed, or any of the other Loan Documents; and,

except as modified, all other terms of the Note and other Loan Documents shall remain in full force and effect.

6. The Note and Deed as amended hereby, and the other Loan Documents are valid, binding and enforceable in accordance with their respective terms.
7. Borrower hereby acknowledges that it does not have any claim of offset, defense, or cause of action of any nature against Lender which would impair or in any way reduce or diminish its liability to Lender pursuant to the Note and Deed, as amended, or any of the other Loan Documents, and that it does not have any claim or cause of action of any nature, including, without limitation, any claim based upon any act or omission of Lender relating to the Loan or the administration thereof against Lender.
8. This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, representatives, successors, subsidiaries, assigns and affiliates.

(Signature Pages Follow)

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement under seal, as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

CDS BIRMINGHAM, L.L.C., a
Georgia limited liability
company

Charles Benedict

Unofficial Witness

[Signature]
Notary Public

[NOTARIAL SEAL]

Commission Expiration Date:
MARGARET D. FLANNAGAN
NOTARY PUBLIC, BARTOW COUNTY, GEORGIA
MY COMMISSION EXPIRES JANUARY 30, 2000

BY: CAUBLE DEVELOPMENT
SERVICES CO., a Georgia
corporation, Manager

By:

[Signature]
William F. Law, Jr.,
Chairman

Attest:

[Signature]
Eben Hardie III,
Secretary

[CORPORATE SEAL]

Signed, sealed and delivered
in the presence of:

SOUTHTRUST BANK OF GEORGIA, N.A.

Michelle Senae
Unofficial Witness

BY:

[Signature]
Timothy L. Jennette,
Assistant Vice President

[Signature]
Notary Public

[BANK SEAL]

[NOTARIAL SEAL]

Commission Expiration Date:
Notary Public, Fulton County, Georgia.
My Commission Expires January 10, 2000.

FOR VALUE RECEIVED, acknowledged and agreed as of the 1st day of September, 1997.

Signed, sealed and delivered "GUARANTORS"
in the presence of:

Charles Benedict
Unofficial Witness

[Signature]
Notary Public

[Signature] (SEAL)
William F. Law, Jr.

Eben Hardie III (SEAL)
Eben Hardie III

[NOTARIAL SEAL]

Commission Expiration Date:
MARGARET D. FLANNAGAN
NOTARY PUBLIC, BARTOW COUNTY, GEORGIA
MY COMMISSION EXPIRES JANUARY 30, 2000

CORPORATE ACKNOWLEDGMENT

STATE OF GEORGIA, Fulton County ss:

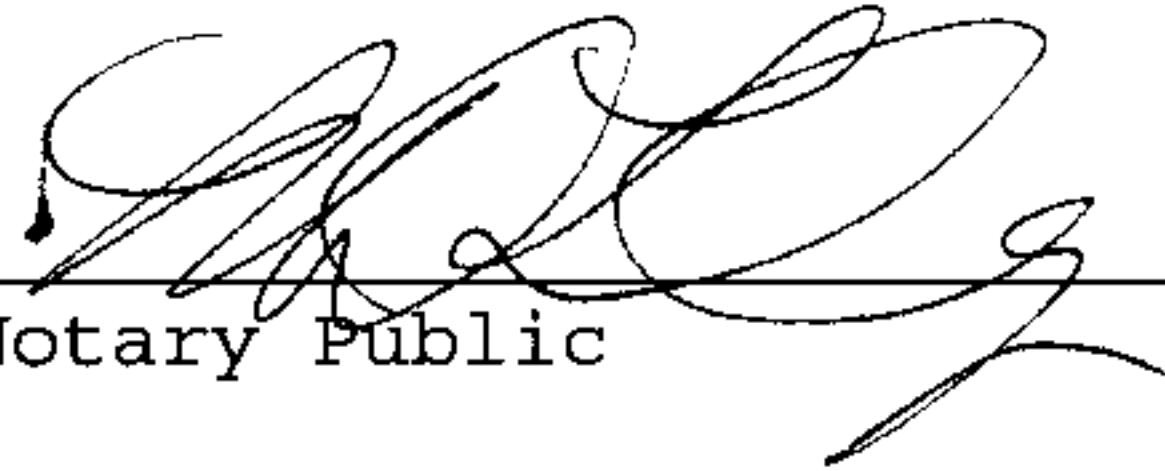
On this 1st day of September, 1997, I, Margaret D. Flannagan, a Notary Public in and for said county and in said state, hereby certify that WILLIAM F. LAW, JR. and EBEN HARDIE III, whose names as Chairman and Secretary, respectively, of CDS BIRMINGHAM, L.L.C., a Georgia limited liability company, are signed to the foregoing conveyance, and who are known to me, acknowledged before me that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation on the date the same bears date.

Given under my hand and seal of office.

Commission Expiration Date:

MARGARET D. FLANNAGAN

NOTARY PUBLIC, BARTOW COUNTY, GEORGIA
MY COMMISSION EXPIRES JANUARY 30, 2000



Notary Public

[NOTARIAL SEAL]

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CORPORATE ACKNOWLEDGMENT

STATE OF GEORGIA, Fulton County ss:

On this 1st day of September, 1997, I, Margaret D. Flannagan, a Notary Public in and for said county and in said state, hereby certify that TIMOTHY L. JENNETTE, whose name as Assistant Vice President of SOUTHTRUST BANK OF GEORGIA, N.A., a national banking association, is signed to the foregoing conveyance, and who is known to me, acknowledged before me that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the date the same bears date.

Given under my hand and seal of office.

Commission Expiration Date:

Notary Public, Fulton County, Georgia.
My Commission Expires January 10, 2000.


Notary Public

[NOTARIAL SEAL]

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