

**RECORDATION REQUESTED BY:**

SouthTrust Bank  
Northwest Metropolitan Banking Division  
360 Interstate North Parkway  
Suite 500  
Atlanta, GA 30339

20040810000447340 Pg 1/2 15.00  
Shelby Cnty Judge of Probate, AL  
08/10/2004 08:11:00 FILED/CERTIFIED

**WHEN RECORDED MAIL TO:** SouthTrust Bank  
~~SouthTrust Bank~~  
~~Northwest Metropolitan Banking~~ Mid-Atlantic RLPC  
~~360 Interstate North Parkway~~ Veronica Boseman  
~~Suite 500~~ 360 Interstate Pkwy N Suite 460  
~~Atlanta, GA 30339~~ Atlanta Ga 30339

**SEND TAX NOTICES TO:**

CDS BIRMINGHAM, L.L.C.  
~~1355 PEACHTREE STREET, N.W. SUITE 500~~  
ATLANTA, GA 30309

*1349 W. Peachtree St, Suite 1100*

**MODIFICATION OF SECURITY DEED**



\*07402424376880000098474000123\*

**THIS MODIFICATION OF SECURITY DEED** dated June 14, 2004, is made and executed between CDS BIRMINGHAM, L.L.C., whose address is 1355 PEACHTREE STREET, N.W. SUITE 500, ATLANTA, GA 30309 (referred to below as "Grantor") and SouthTrust Bank, whose address is 360 Interstate North Parkway, Suite 500, Atlanta, GA 30339 (referred to below as "Lender").

**SECURITY DEED.** Lender and Grantor have entered into a Security Deed dated March 17, 1995 (the "Security Deed") which has been recorded in Shelby County, State of Alabama, as follows:

Recorded on March 28, 1995 in the Shelby County Judge of Probate Court in Instrument 1995, Page 07798 and First Consolidated Amendatory Agreement Recorded on October 8, 1997 in the Shelby County Judge of Probate Court in Instrument 1997, Page 32895.

**REAL PROPERTY DESCRIPTION.** The Security Deed covers the following described real property located in Shelby County, State of Alabama and is described as follows:

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as Hwy 280 & Hwy 119 Intersection, Birmingham, AL 35203.

**MODIFICATION.** Lender and Grantor hereby modify the Security Deed as follows:

To term out balance of an existing STB Term loan.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Security Deed shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Security Deed as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Security Deed (the "Note"). It is the intention of Lender to retain as liable all parties to the Security Deed and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Security Deed does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF SECURITY DEED AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF SECURITY DEED IS DATED JUNE 14, 2004.**

**IN WITNESS WHEREOF, THIS MODIFICATION HAS BEEN SIGNED BY THE UNDERSIGNED, WHO ACKNOWLEDGES A COMPLETED COPY HEREOF. THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**

Signed, Sealed and Delivered in the presence of:

X *Anne S. Hults*  
Unofficial Witness

**GRANTOR:**

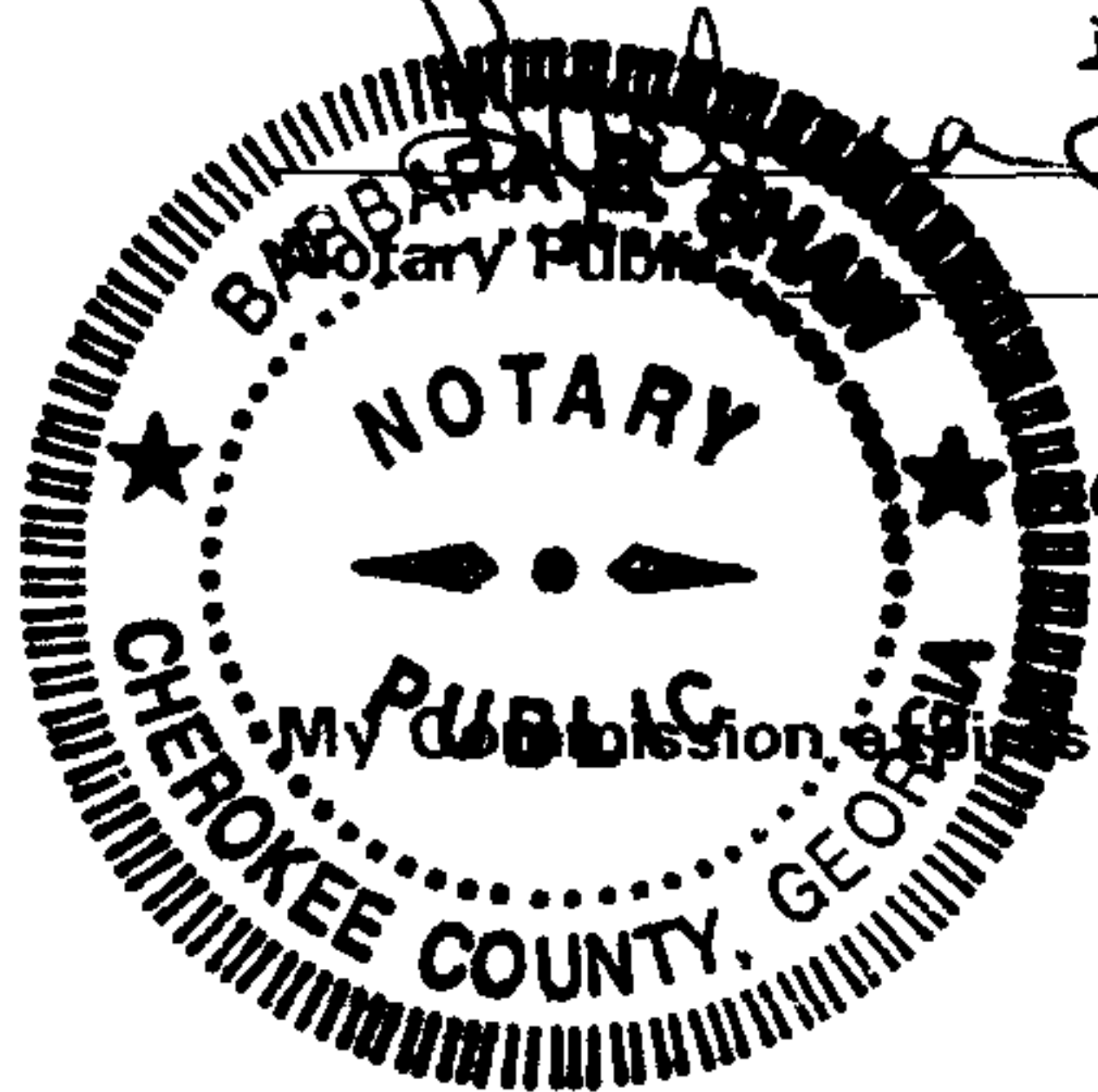
CDS BIRMINGHAM, L.L.C.

By: *William J. Law, Jr.* (Seal)  
Chairman of CDS  
BIRMINGHAM, L.L.C.

**LENDER:**

**SOUTHTRUST BANK**

X *[Signature]* (Seal)  
Authorized Signer



*Barbara B. Shaw*  
County

NOTARY SEAL)  
NOTARY PUBLIC, Cherokee County, Georgia  
My Commission Expires July 9, 2004



**EXHIBIT "A"**

**A Sublease interest in the following described property:**

A parcel of land situated in the Southwest 1/4 of the Southwest 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Southwest corner of Section 32, Township 18 South, Range 1 West, and run in a Northerly direction along the West line of said section a distance of 1167.35 feet to a point on the Northeastly right of way line of Old Highway #280, said point being on a curve to the right having a radius of 1472.40 feet and a central angle of 1° 38' 40"; thence 110° 59' to the right (angle measured to tangent) in a Southeastly direction along the Northeastly right of way line of said highway and along the arc of said curve a distance of 42.25 feet to the point of beginning, said point being on the Easterly right of way line of U.S. Highway 280; thence 109° 33' 21" to the left (angle measured from tangent) in a Northeastly direction along the Easterly right of way line of said highway, a distance of 68.96 feet to a point on the Southerly right of way line of said highway, said point being on a curve to the right having a radius of 2699.79 feet and a central angle of 4° 56' 39"; thence 92° 42' 33" to the right (angle measured to tangent) in an Easterly direction along the Southerly right of way line of said Highway and along the arc of said curve a distance of 232.97 feet to a point; thence 87° 08' 03" to the right (angle measured to tangent) in a Southeastly direction a distance of 156.85 feet to a point on the Northeastly right of way line of Old Highway 280; thence 73° 18' 58" to the right in a Northwestly direction along the Northeastly right of way line of said highway a distance of 178.08 feet to the P.C. (point of curve) of a curve to the left having a radius of 1472.40 feet and a central angle of 2° 13' 44"; thence in a Northwestly direction along the Northeastly right of way line of said highway and along the arc of said curve a distance of 57.28 feet to the point of beginning.

TOGETHER WITH a non-exclusive easement for ingress and egress over the driveways and roadways of that certain 1.173 acre tract, owned by Dantract, Inc. and leased to SouthTrust Bank of Alabama, N.A., which lies immediately to the East of the above described 0.597 acre tract, which easement is contained in that certain Memorandum of Sublease Agreement from SouthTrust Bank of Alabama, N.A. to CDS Birmingham, L.L.C.

*Ute*