

BK/PG:1471/952-954

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3 PGS : AL - MODIFICATION	
MISSY BATCH: 3220	
09/24/2004 - 01:30 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	17.00

STATE OF TENNESSEE, BRADLEY COUNTY

RAYMOND SWAFFORD
REGISTER OF DEEDS

WHEN RECORDED MAIL TO:

First Tennessee NA
PO Box 1986
Memphis, TN 38101

SEND TAX NOTICES TO:

Linda S. Hyman
4009 Keith St. Suite 207
Cleveland, TN 37312

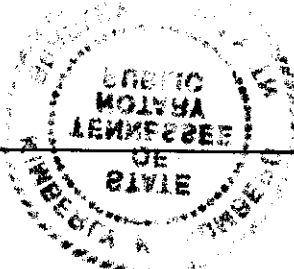
OWNER:

Linda S. Hyman
4009 Keith St. Suite 207
Cleveland, TN 37312

FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:

Name: Commercial Credit Support Center
Company: First Tennessee Bank NA
Address: P O Box 1986
City, State, ZIP: Memphis, TN 38101



MODIFICATION OF DEED OF TRUST

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS \$0.00

THIS MODIFICATION OF DEED OF TRUST dated September 20, 2004, is made and executed between Linda S. Hyman ("Grantor") and First Tennessee Bank National Association, Cleveland SBA, 775 Raider Drive, Cleveland, TN 37312 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated January 28, 2004 (the "Deed of Trust") which has been recorded in Bradley County, State of Tennessee, as follows:

WHEREAS, to secure an indebtedness evidenced by a Note dated as of January 28, 2004, in the original principal amount of Two Hundred Fifty Five Dollars and no/100's (\$255,000.00) executed by Grantor to Lender and all renewals, extensions, amendments, and modifications thereof, Grantor executed to Trustee a Deed of Trust dated January 28, 2004 and filed of record in Book 1405, Pages 174-183, Register's Office for Bradley County, Tennessee.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Bradley County, State of Tennessee:

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 3555 Keith Street NW, Suite 211, Cleveland, TN 37312.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

WHEREAS, Borrower has this day executed to Lender modification agreement which amends, modifies, extends and/or renews the Note and which extends the maturity date to October 1, 2009 (the "Modified Note"); and the parties hereto desire to amend the Deed of Trust to provide that the Deed of Trust shall secure the Modified Note and all extensions, renewals, amendments, and modifications thereof.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust 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 Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust 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 Deed of Trust 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 DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED SEPTEMBER 20, 2004.

GRANTOR:


Linda S. Hyman

First
TN.

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 30017850

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LENDER:

FIRST TENNESSEE BANK NATIONAL ASSOCIATION

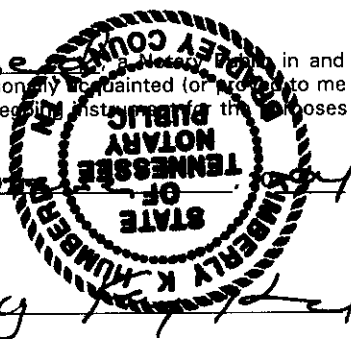
x Michael Thomason, VP
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TN)
) SS
COUNTY OF Bradley)

Personally appeared before me, Kimberly K Humbert in and for said State and County, Linda S. Hyman, the within-named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he or she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on the 21st day of Sept



My Commission Expires: 7-22-08

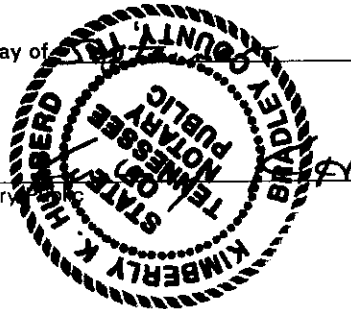
Notary Public Kimberly K Humbert

LENDER ACKNOWLEDGMENT

STATE OF TN)
) SS
COUNTY OF Bradley)

Before me, Kimberly K Humbert, a Notary Public in and for the State and County aforesaid, personally appeared Michael Thomason with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself or herself to be the VP the within-named bargainer, a corporation, and that he or she as such VP, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself or herself as such VP

WITNESS my hand and seal at office, on the 21st day of Sept, 2004



My Commission Expires: 7-22-08

Notary Public Kimberly K Humbert

File #4470-04

EXHIBIT "A"

Office Condo Unit 211 of the Creekside Office Park as set out in Master Deed recorded in Book 1386, Page 999 and part of Lot 1, Creekside being a resubdivision of Dogwood Park, Lot 1 and Additional Property as shown by plat of record in Plat Book 17, Page 74, Register's Office of Bradley County, Tennessee to which reference is herein made.

For prior title see deed in Deed Book 1386, Page 995, in the Register's Office of Bradley County, Tennessee.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

Any governmental zoning and subdivision ordinances or regulations in effect thereon.

All applicable conditions, restrictions, reservations, easements, etc., as shown on said recorded plat.

Fifteen (15) foot utility and drainage easement on lot lines abutting public road; Ten (10) foot utility and drainage easement on all exterior lot lines; and Five (5) foot utility and drainage easement on all interior lot lines.

A detention pond easement is reserved to allow the city to enter the property and to make emergency repairs.

The pond is to be maintained by the owner of Lot One herein conveyed. The pond shall not be filled in or altered without the written permission of the Planning Commission upon the recommendation of the City Engineer.

Cleveland Utilities shall have a Ten (10) foot utility easement centered on the existing utility lines, wherever they may exist as set out on Plat of Creekside.

Creekside Holdings, GP reserves a road right-of-way easement, including the right to place utilities thereupon BEGINNING in the Northwest line of Keith Street and having as its Northeast line a line with the following courses and distances; North 31 degrees Forty-five (45) minutes Zero (0) seconds West, 164.67 feet; and North 39 degrees 8 minutes 24 seconds West, 141.42 feet. Said easement shall be a uniform width of 25 feet and is intended for the future development of Lot 2, Creekside.

Restrictive conditions as set out for Dogwood Park Subdivision.

Fifteen (15) foot drainage easement as set out on said plat.

Fifteen (15) foot sewer line easement running the property as shown on said aforementioned survey.

Subject to any and all easements, rights of way, that may exist or extend on, over, through, into, over or under said property.

Asphalt encroachment as shown on aforementioned survey.

Subject to Master Deed for Horizontal Property Regime of Creekside Holdings Inc., recorded in Book 1386, Page 997, in the said Register's Office.