

THIRD MODIFICATION TO LOAN DOCUMENTS

THIS AGREEMENT made as of the 30th day of June, 1992, by and between AMSOUTH BANK, N.A., a national banking association ("Lender"), and JACK WHITSON KIDD ("Kidd") and M. MILLER GORRIE ("Gorrie") (Kidd and Gorrie being referred to as the "Borrowers" or as the "Obligors").

R E C I T A L S:

A. Lender and Borrowers executed an Agreement to Assume, Amend and Restate Construction Loan Agreement (the "Loan Agreement") on February 23, 1988 (FMS Development Corporation also signed the agreement but was released from the same). The Loan Agreement secured four notes (the "Construction Notes") being described in the Loan Agreement as the First Note, Second Note, Third Note, and Fourth Note, in the face amounts of \$836,000, \$928,000, \$1,120,000, and \$928,000, respectively. The Construction Notes are further secured by various other Loan Documents defined in the Loan Agreement, including without limitation, (i) a Deed of Trust, Construction Mortgage, Security Agreement and Assignment of Rents and Leases dated October 22, 1987, recorded in Book 3428, Page 892, Official Records of Hamilton County, Tennessee, as amended by instrument dated February 23, 1988, recorded in Book 3468, Page 829, said records; (ii) A Deed of Trust, Construction Mortgage, Security Agreement and Assignment of Rents and Leases dated October 22, 1987, recorded in Book 3415, Page 84, Official Records of Hamilton County, Tennessee, as amended by instrument dated February 23, 1988, recorded in Deed Book 3468, Page 838, said records; (iii) A Deed to Secure Debt, Security Agreement and Assignment of Rents and Leases dated October 22, 1987, recorded in Deed Book 351, Page 477, of the Official Records of Catoosa County, Georgia, as amended by instrument dated February 23, 1988, recorded in Deed Book 355, Page 151, said records; and (iv) a Deed of Trust, Construction Mortgage, Security Agreement and Assignment of Rents and Leases dated October 22, 1987, recorded in Book 3428, Page 461, Official Records of Hamilton County, Tennessee, as amended by instrument dated February 23, 1988, recorded in Book 3468, Page 847, said records.

All of the documents and instruments referred to or described in this Paragraph A, together with all other documents further securing the Construction Notes, as modified by the First Modification to Loan Documents dated December 18, 1990, executed by Borrowers and Lender (referred to as the "First Modification"), and as modified by the Second Modification to Loan Documents dated February 21, 1991 (referred to as the "Second Modification"), are referred to as the "Construction Loan Documents."

B. Lender is also the holder of a Master Note in the amount of \$500,000 (the "Master Note") dated September 27, 1988, made by Borrowers in favor of Lender, which Master Note is secured by various documents and instruments executed in favor of Lender, including but not limited to, the following: (i) a Deed of Trust,

Construction Mortgage, Security Agreement and Assignment of Rents and Leases, dated September 27, 1988, recorded in Book 3538, Page 150, Official Records of Hamilton County, Tennessee, and (ii) a Deed to Secure Debt, Security Agreement and Assignment of Rents and Leases, dated September 27, 1988, recorded in Deed Book 363, Page 560, in the Official Records of Catoosa County, Georgia.

All of the documents and instruments referred to or described in this Paragraph B, together with all other documents further securing the Master Note, as modified by the First Modification and the Second Modification, are referred to as the "Line of Credit Loan Documents."

C. On May 31, 1989, Borrowers executed and delivered to Lender a Promissory Note in the principal amount of \$1,775,000 (the "Cahaba Valley Self Storage Note"), a Mortgage, Security Agreement and Assignment of Rents and Leases, recorded in Volume 241, at Page 341, in the Office of the Judge of Probate of Shelby County, Alabama, in connection with a loan to finance 400 mini-warehouse units known as Cahaba Valley Self Storage.

All of the documents and instruments referred to in this Paragraph C will be referred to as the "Cahaba Valley Self Storage Loan Documents."

D. On February 21, 1991, Kidd delivered to Lender a Junior Mortgage on two parcels of real property, located in Trussville, Alabama, and in Hoover, Alabama (the "Junior Mortgage"), to secure the Secured Obligations described below.

E. As used in this agreement, the term "Notes" shall refer to (i) the Construction Notes, (ii) the Master Note and (iii) the Cahaba Valley Self Storage Note.

The term "Security Documents" shall refer to (i) this instrument, (ii) the First Modification, (iii) the Second Modification, (iv) the Construction Loan Documents, (v) the Line of Credit Loan Documents, (vi) the Junior Mortgage, (vii) the Cahaba Valley Self Storage Loan Documents, (viii) all other guarantees, pledges, financing statements, and other documents executed by or on behalf of any Obligor in favor of Lender to evidence or secure any of the Notes, (ix) any other loan documents or loan agreements executed by or on behalf of any Obligor in favor of Lender arising from or connected with, directly or indirectly, the Properties, and (x) all supplements, renewals, restatements, and other modifications to the foregoing, all as modified by this instrument.

The term "Secured Obligations" shall refer to all the indebtednesses, debts, and obligations to Lender of any Obligor or guarantor, and any other person, evidenced by the Notes and secured by any of the Security Documents, including without limitation

existing indebtednesses, future advances, liquidated, unliquidated, and contingent obligations.

All the real and personal properties secured by the Security Documents are referred to as the "Properties."

F. The purposes of this agreement, inter alia, are (i) to provide for cross-default and cross-collateralization between and among the Notes and between and among the Security Documents, (ii) to extend the maturity date of the Master Note to June 15, 1993, (iii) to extend the maturity date of the Cahaba Valley Self Storage Note to June 15, 1995, and to modify the interest rate and monthly payment under it.

W I T N E S S E T H:

NOW, THEREFORE, in consideration of \$1.00, the extensions and agreements contained herein, and other due, good, and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Kidd, Gorrie, and Lender hereby agree as follows:

1. Change of Maturity Date of Master Note. The sentence, "The entire unpaid principal balance of said debt, together with accrued interest thereon, shall be due and payable in full on December 31, 1991," found in the first paragraph of the Master Note, is DELETED. The following is substituted therefor:

The entire unpaid principal balance of said debt, together with accrued interest thereon, shall be due and payable in full on June 15, 1993.

2. Modification of the Cahaba Valley Self Storage Note.

Change of Interest Rate and Maturity Date. That portion of the first sentence of the first paragraph which reads, "with interest on the unpaid balance thereof from the date hereof until paid in full at the rate of twelve percent (12%) per annum," and all of the second paragraph are DELETED. The following is substituted therefor:

with interest from the date hereof, until paid in full, on the unpaid principal balance from time to time outstanding at the rate hereinafter set out, payable in lawful money of the United States of America. Payments of principal and interest shall be as follows:

A. Interest. Interest shall accrue at the rate of interest equal to the sum of one-half of one per cent (0.05%) per annum, simple interest, plus the Prime Rate of AmSouth Bank, N.A., which Prime Rate is six and one-half per cent (6-1/2%) per annum simple interest as of

the date of this Note. For the purposes of this Note, the term "Prime Rate" shall mean the interest rate established by AmSouth Bank, N.A. from time to time in its sole discretion as its Prime Rate. The Prime Rate may not be the lowest or best interest rate available from AmSouth Bank, N.A. In the event that AmSouth Bank, N.A. shall abolish or abandon the practice of establishing its Prime Rate, Lender shall designate a comparable reference rate which shall be deemed to be the Prime Rate hereunder. The rate of interest on this Note shall change each time the Prime Rate changes, on the date on which the change in the Prime Rate is effective. Interest shall be computed hereunder with respect to each day during the term of this Note by multiplying the outstanding principal balance hereunder at the close of business on that day (or on the most recent day on which Lender was open for business) by a daily interest factor, which daily interest factor shall be calculated by dividing the aforesaid interest rate per annum in effect on that day by 360. Interest so computed shall accrue for each and every day (365 days per year, 366 days per leap year) on which any indebtedness remains outstanding hereunder.

B. Principal. Commencing August 1, 1992, and on the same day of each month thereafter, principal and interest shall be paid in equal monthly installments of THIRTEEN THOUSAND SEVEN HUNDRED FIFTY-SIX AND 97/100 DOLLARS (\$13,756.97) (based upon a twenty-year amortization of principal and interest), until June 15, 1995 (the "Maturity Date"), when the entire remaining principal balance, plus accrued interest, shall be due and payable in full. Borrower acknowledges that this note does not self-amortize, and that a substantial BALLOON payment shall be due and payable on the Maturity Date.

3. Liability/Assignment. Borrowers shall continue to be jointly and severally liable under each of the Notes, notwithstanding any provision to the contrary in any Security Document. If a default exists under the Security Documents and the Secured Obligations are paid in full by Gorrie, Lender agrees to assign to Gorrie, without recourse, all of the right, title and interest of Lender in and to the Security Documents. Kidd consents to such agreement and assignment.

4. Cross-Default and Cross-Collateralization. (a) Each Security Document shall, and does hereby, secure (and stand as collateral for) each of the Secured Obligations; and any default under one or more of the Secured Obligations or Security Documents shall, at the option of Lender, constitute a default under each of the other Secured Obligations or Security Documents. Wherever the term "indebtedness," "debt," or "obligations" appears in any one of

the Security Documents, the same shall also refer to and include all of the Secured Obligations. The intention of the parties is that all of the Secured Obligations and Security Documents shall be cross-defaulted and cross-secured in all respects.

(b) In the event of default under any one or more of the Secured Obligations or Security Documents, Lender may exercise any one or more of its rights or remedies under any one or more of the Secured Obligations or Security Documents, simultaneously or successively, and in any order that the Lender may elect, including but not being limited to Foreclosure and/or suit, and each Obligor hereby authorizes the Lender to cause any of the collateral secured by any of the Security Documents to be offered for sale and sold as a whole without offering the same in any other manner. Each Obligor waives any rights to direct the order or manner in which any of the collateral covered by any of the Security Documents will be sold in the event of any sale under any of the Security Documents, and also any right to have any of the collateral covered by the Security Documents marshalled upon any such sale.

(c) Notwithstanding any other provision of the Security Documents to the contrary, the Security Documents and all representations and covenants of each Obligor contained therein and the lien of each shall survive the maturity of and the repayment in full of all amounts due under the Notes; and the Security Documents and the lien of each shall continue in full force and effect and Obligors shall not have the right to a release of any of the collateral from the encumbrance of the Security Documents or to a release of any other security for the Notes until all Secured Obligations have been paid and performed in full.

5. Costs. Obligors agree to pay the reasonable attorney's fees, title policy premiums, recording charges and other costs in connection with preparation of this agreement and the other Security Documents, together with all fees and costs of collecting any indebtedness due under any of the Secured Obligations or Security Documents.

6. No Waiver. Obligors agree that neither Lender's execution of this instrument nor any other instrument herewith, nor any forbearance, act, failure, delay, or omission by Lender, including without limitation any delay in exercising any rights or remedies under the Security Documents with respect to any default or otherwise, constitutes a waiver of, or precludes Lender from exercising, any right, power or privilege granted in the Security Documents; and Obligors confirm that the Security Documents state the entire agreement between the parties, that no agreements, representations, or understandings (verbal or written) binding upon Lender exist other than as stated in the Security Documents (as modified herewith).

7. Miscellaneous. Except as expressly modified herein, all of the terms, covenants, conditions, agreements and stipulations of the Security Documents shall remain in full force and effect and are hereby ratified and confirmed by each Obligor. The term "Obligor" refers to each Obligor and every Obligor. Nothing herein shall constitute a waiver by Lender of any default, whether known or unknown, under the Security Documents. No action, inaction, indulgence, waiver, consent or agreement respecting payment of the Notes or any portion thereof, or with respect to any other matter relating to the loan evidenced by the Notes (the "Loan"), shall require or imply any future action, inaction, indulgence, waiver, consent or agreement by Lender. Obligors acknowledge that Lender has made no agreement respecting the maturity date of the Notes (unless expressly stated herein) or to grant any future indulgence, waiver, or consent with respect to the Loan or any matter relating to the Loan, and that Obligors have no defenses, setoffs, claims, counterclaims or causes of action with respect to the Security Documents or payment of the indebtedness evidenced and secured thereby.

IN WITNESS WHEREOF, the undersigned have set forth their hands and seals as of the 30th day of June, 1992.

BORROWERS

Signed, sealed and delivered
in the presence of:

Laura Pottigrew
Witness
Susan L. Jones
Witness

Jack Whitson Kidd (SEAL)
Jack Whitson Kidd

Signed, sealed and delivered
in the presence of:

Laura Pottigrew
Witness
Susan L. Jones
Witness

M. Miller Gorrie (SEAL)
M. Miller Gorrie

LENDER

AMSOUTH BANK N.A., a national
banking association

Signed, sealed and delivered
in the presence of:

[Signature]
Witness

Cornie V. Hardin
Witness

By: AmSouth Bank N.A. (SEAL)

Name: William P. Barnes

Its: ASSISTANT VICE PRESIDENT

Signed, sealed and delivered
in the presence of:

Cornie V. Hardin
Witness

[Signature]
Witness

ATTEST:

by: AmSouth Bank N.A. (SEAL)

Name: [Signature]

Its: ASSISTANT VICE PRESIDENT

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Jack Whitson Kidd, whose name 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 30th day of June, 1992.

Susan L. Petus
Notary Public

My commission expires: 5/15/93

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that M. Miller Gorrie, whose name 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 13th day of July, 1992.

Susan L. Peters
Notary Public

My commission expires: 5/15/93

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that William G. Barner and Dorothy J. Perry, whose names as Assistant Vice President and Assistant Vice President respectively, of AmSouth Bank, N.A., are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that being informed of the contents of said instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said AmSouth Bank, N.A.

Given under my hand and official seal this the 14 day of July, 1992.

Sharon K. Price
Notary Public

My commission expires: MY COMMISSION EXPIRES SEPTEMBER 25, 1995

Maximum principal indebtedness for Tennessee recording tax purposes is \$.00. Tax was paid on original Deeds of Trust, Construction Mortgages, Security Agreements and Assignments of Trust referred to in Paragraph A on Page 1 of this Modification.

Inst # 1992-15551

8 07/30/1992-15551
01:27 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
008 MCD 25.00