

When Recorded Return To:
The Money Store Investment Corporation
P.O. Box 15143
Sacramento, CA 95851-0143
SBA Loan #IT-627-870-3010-BIR
("Construction involved")

MODIFICATION AGREEMENT

This AGREEMENT is made as of June 21, 1995, by and between THE MONEY STORE INVESTMENT CORPORATION ("TMSIC") and Terry M. Habshey, President and Secretary on behalf of Oxy Tire, Inc. ("Borrower").

RECITALS

- A. Lender has made a Small Business Administration ("SBA") guaranteed loan (the "Loan") to Oxy Tire, Inc., pursuant to that certain SBA Authorization and Loan Agreement dated February 23, 1994, including any amendments thereto ("the Authorization").
- B. The Loan is evidenced by a promissory note ("Note") dated December 9, 1994, in the original amount of \$1,066,000.00, executed by Terry M. Habshey, President and Secretary, in favor of Lender.
- C. The Note is secured by a mortgage ("Mortgage") dated December 9, 1994 recorded as Instrument No. 1994-36245, in the office of Shelby County Judge of Probate, State of Alabama, executed by Terry M. Habshey, President and Secretary, on behalf of Oxy Tire, in favor of Lender.
- D. As additional support for the Loan, Lender has accepted a guaranty ("Guaranty") dated December 9, 1994, from Terry M Habshey ("Guarantor").
- E. Borrower has also executed other loan documents (collectively the "other Loan Documents") in support of the Loan.
- F. Borrower now desires to modify the terms of the Note, including any reference to such terms in the Authorization, Mortgage, Guaranty, Security Agreement, and other Loan Documents, and to provide that any additional funds advanced pursuant to said Note modifications are secured accordingly.

NOW THEREFORE, in consideration of the mutual covenants herein contained, Lender and Borrower agree as follows:

AGREEMENT

1. The term of the Note are modified as set forth in the Amendment to Note, a copy of which is attached hereto and incorporated herein by this reference.
2. The terms of the Mortgage recorded as Instrument No. 1994-36245, in the office of Shelby County Judge of Probate, State of Alabama, is modified to include the term "This is a Construction Mortgage and a Permanent Mortgage."

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03:41 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 HCD 66.00

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Inst # 1995-19878

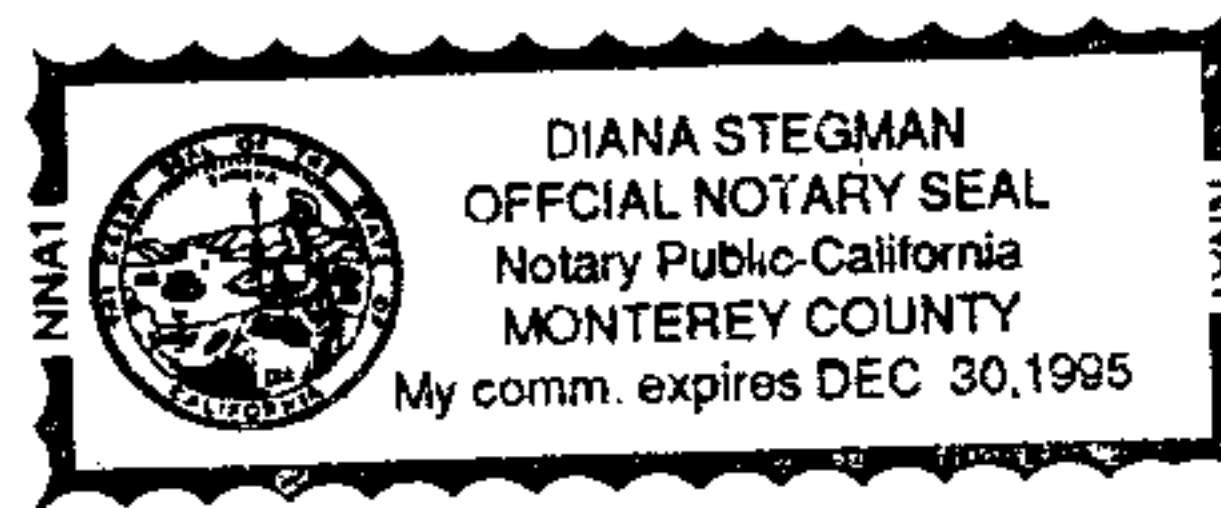
THE STATE OF CALIFORNIA

SACRAMENTO COUNTY

I, Diana Stegman, a Notary Public, in and for said County in said State, hereby certify that **Margaret C. Olmsted**, whose name as Construction Loan V.P. of The Money Store Investment Corporation, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 21st day of June, 1995.

_____



3. Any reference to the terms of the Note in the Authorization, Mortgage, Guaranty, Security Agreement, and other Loan Documents is hereby amended to conform to the modifications set forth in the Amendment to Note and any additional funds advanced pursuant to said Note modifications are secured by the Mortgage, Guaranty, Security Agreement, and applicable other Loan Documents.
4. This agreement is a modification only and not a novation, and will be in effect only upon receipt by Lender of the following: **Payment of delinquent interest, if any.**
5. Lender hereby agrees to the modification of the terms of the Note only to the extent specifically set forth in the Amendment to Note on the condition that such modification shall not prejudice any other existing or future rights, remedies, benefits, or powers belonging or accruing to Lender under the terms of the Note as therein modified or of the Authorization, Mortgage, Guaranty, Security Agreement, or other Loan Documents.
6. Except as otherwise provided in this Agreement and the Amendment to Note, the terms of the Note shall remain in full force and effect, and the Authorization, Mortgage, Guaranty, Security Agreement, and other Loan Documents shall otherwise remain unaffected, unchanged and unimpaired.
7. This Agreement may be executed in any number of counterparts, all of which taken together, shall constitute one agreement and any party hereto may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

"Lender"

The Money Store Investment Corporation

"Borrower"

Oxy Tire, Inc.

BY: Margaret C. Olmsted
Margaret C. Olmsted, Const V.P.

BY: Terry M. Habshey
Terry M. Habshey, President

ATTEST BY: Terry M. Habshey
Terry M. Habshey, Secretary

APPROVAL OF GUARANTORS

BY: Terry M. Habshey
Terry M. Habshey

Notarized By: Sue Duncan
MY COMMISSION EXPIRES OCTOBER 8, 1997

APPROVAL OF JUNIOR LEINHOLDERS

NONE

NONE

ALL SIGNATURES MUST BE NOTARIZED

THE STATE OF ALABAMA
SHELBY COUNTY

I, Sue Duncan, a Notary Public, in and for said County in said State, hereby certify that Terry M. Habshey whose name as President of the OxyTire, Inc., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day 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.

Given under my hand this the 13th day of July 1995.

A handwritten signature in cursive script, reading "Sue Duncan", is written over a horizontal line.

Notary Public

AMENDMENT TO NOTE

This AMENDMENT TO NOTE is made as of June 21, 1995, and modifies a promissory note ("Note") dated December 9, 1994, in the amount of \$1,066,000.00 executed by Terry M. Habshey, President and Secretary, on behalf of Oxy Tire, Inc., payable to THE MONEY STORE INVESTMENT CORPORATION. This Note evidences SBA Loan #IT-627-870-3010-BIR

In consideration of mutual benefits derived, the parties hereto agree to amend the Note as follows:

1. The typewritten amount of the Note which read as follows:

\$1,066,000.00

Is hereby deleted and replaced with the following:

\$1,096,000.00

2. The Sixth typewritten line of the Note which read as follows:

One Million Sixty Six Thousand and No/100

Is hereby deleted and replaced with the following:

One Million Ninety Six Thousand and No/100

3. The fifth typewritten paragraph of the Note which read as follows:

TERM: Twenty (20) years and four (4) months from date of the Note.

Is hereby deleted and replaced with the following:

TERM: Twenty (20) years and nine (9) months from date of the Note.

4. The sixth typewritten paragraph of the Note which read as follows:

Interest only to be paid monthly during the first four (4) months, beginning on the first day of the month following the date of Note; thereafter, installments of \$9,083.02, including principal and interest, payable monthly, beginning on the first day of the fifth month following the date of Note.

Is hereby deleted and replaced with the following:

Interest only to be paid monthly during the first four (9) months, beginning on the first day of the month following the date of Note; thereafter, installments of \$9,339.00, including principal and interest, payable monthly, beginning on the first day of the tenth month following the date of Note.

Except as otherwise provided herein, all terms of the Note shall remain unchanged.

The Money Store Investment Corporation

By: Margaret Olmsted
Margaret Olmsted, Construction Loan Vice President

Oxy Tire, Inc.

By: Terry M. Habshey
Terry M. Habshey, President

Attest By: Terry M. Habshey
Terry M. Habshey, Secretary

Inst # 1995-19878

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