

When Recorded Mail To:
 The Money Store Investment Corporation
 P.O. Box 15143
 Sacramento, CA 95851-0143
 Attn: Loan Servicing
 SBA Loan # CLP-WOB 8513413006 BIR

MODIFICATION AGREEMENT

This AGREEMENT is made as of September 6, 1995, by and between THE MONEY STORE INVESTMENT CORPORATION ("Lender") and Children's Place, Inc., and F. Jean Levine and Ira D. Levine, individually.

RECITALS

- A. Lender has made a Small Business ("SBA") guaranteed loan (the "Loan") to F. Jean Levine, President and F. Jean Levine, Secretary, on behalf of Children's Place, Inc., and F. Jean Levine and Ira D. Levine, pursuant to that certain SBA Authorization and Loan Agreement dated July 12, 1995, including any amendments thereto, ("the Amendments").
- B. The Loan is evidenced by a promissory note ("Note") dated August 1, 1995, executed by F. Jean Levine, President and F. Jean Levine, Secretary on behalf of Children's Place, Inc., and F. Jean Levine and Ira D. Levine.
- C. The Note is secured by a mortgage ("Mortgage") dated August 1, 1995 recorded as Instrument No. 9508/5244, in the office of the Judge of Probate of Jefferson County, State of Alabama, executed by F. Jean Levine and Ira D. Levine, in favor of Lender; and a mortgage ("Mortgage") dated August 1, 1995 recorded as Instrument No. 1995-20566, in the office of the Judge of Probate of Shelby County, State of Alabama, executed by F. Jean Levine and Ira D. Levine, in favor of lender.
- D. Borrower has also executed other loan documents (collectively the "other Loan Documents") in support of the Loan.
- E. Borrower now desires to modify the terms of the Note, including any reference to such terms in the Authorization, Deed of Trust (or Mortgage), Guaranty, Security Agreement, and other Loan Documents, and to provide

09/18/1995-25978
 01:17 PM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 005 MCD 18.50

John Lowther

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 terms 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. Any reference to the terms of the Note in this Authorization, Deed of Trust (or 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 Deed of Trust (or Mortgage), Guaranty, Security Agreement, and applicable other Loan Documents.
3. 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.
4. 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, Deed of Trust (or Mortgage), Guaranty, Security Agreement, or other Loan Documents.
5. 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, Deed of Trust (or Mortgage), Guaranty, Security Agreement, or other Loan Documents.
6. This Agreement may be executed in any number of counterparts, all of which taken together, shall constitute one agreement and any part 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

By: Margaret Olmsted
Margaret Olmsted, Construction V.P.

"Borrower"

F. Jean Levine and Ira D. Levine

By: F. Jean Levine
F. Jean Levine

By: Ira D. Levine
Ira D. Levine

Children's Place, Inc.

By: F. Jean Levine, President
F. Jean Levine, , President

Attest: F. Jean Levine, Secretary
F. Jean Levine, Secretary

APPROVAL OF GUARANTORS

NONE

APPROVAL OF JUNIOR LIEN HOLDERS

NONE

ALL SIGNATURES MUST BE NOTARIZED

STATE OF ALABAMA, JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said county and said state, hereby certify that F. Jean Levine, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 13th day of September, 1995.

My Commission Expires:

My Commission Expires November 5, 1997

Stephane Adessa
Notary Public

STATE OF ALABAMA, COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said county and said state, hereby certify that Ira D. Levine, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 12 day of September, 1995.

My Commission Expires: 1-5-99

Ira D. Levine
Notary Public

STATE OF ALABAMA, COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said county and said state, hereby certify that F. Jean Levine, whose name as President of Children's Place, Inc., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 13th day of September, 1995.

My Commission Expires: _____

Stephane Adessa
Notary Public

My Commission Expires November 5, 1997

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento

On 9/11/95 before me Deborah A. Barnaby, Notary Public

personally appeared Margaret Dimsted

☒ personally known to me – OR – ☐ proved to me on the basis of satisfactory evidence to be the person ☒ whose name ☒ is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Deborah A. Barnaby
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Modification Agreement

Document Date: 9/6/95 Number of Pages: 3

Signer(s) Other Than Named Above: F. Jean Levine & Irat B. Levine

Capacity(ies) Claimed by Signer(s)

Signer's Name: Margaret Dimsted

- ☐ Individual
☒ Corporate Officer
Title(s): V.P.
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing:

The Money Store
Investment Corp.

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
Title(s): 09/18/1995-25978
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER
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