

When Recorded Return to:  
The Money Store Commercial Mortgage Inc.  
P.O. Box 162247  
Sacramento, CA 95816  
Attn: Loan Servicing  
Loan # 570-103-00001051-8  
Construction involved

Inst # 1997-19599

## MODIFICATION AGREEMENT

This AGREEMENT is made as of June 10, 1997, by and between THE MONEY STORE COMMERCIAL MORTGAGE INC. ("Lender") and JMJ, L.L.C. ("Borrower").

### RECITALS

- A. Lender has made a Loan (the "Loan") to JMJ, L.L.C. pursuant to that certain Commercial Loan and Security Agreement dated October 17, 1996, including any amendments thereto, ("the Loan Agreement").
- B. The Loan is evidenced by a promissory note ("Note") dated October 17, 1996, in the original amount of \$224,000.00, executed by JMJ, L.L.C. and payable to Lender.
- C. The Note is secured by a <sup>1996</sup> Mortgage dated October 17, 1996, recorded as Instrument No. 1996-34844, in the office of the Recorder of Shelby County, Judge of Probate, State of Alabama, executed by JMJ, L.L.C., in favor of Lender.
- D. As additional support for the Loan, Lender has accepted a guaranty ("Guaranty") dated October 17, 1996, from **Columbiana Skating Rink, Inc., John A. Simonetti, Sr., Marjorie C. Simonetti and John A. Simonetti, Jr.** ("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 Commercial Loan and Security Agreement, Mortgage, Guaranty, 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 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.

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12:59 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 MCD 78.00

2. Any reference to the terms of the Note in the Commercial Loan and Security Agreement, Mortgage, Guaranty, 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, Commercial Loan and 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:
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 Commercial Loan and Security Agreement, Mortgage, Guaranty, 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 Commercial Loan and Security Agreement, Mortgage, Guaranty, and other Loan Documents shall otherwise remain unaffected, unchanged and unimpaired.
6. 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 COMMERCIAL MORTGAGE INC.**

By: 

Debi Stytz, Processing Manager, A.V.P.

"Borrower"  
**JMJ, L.L.C.**

By: 

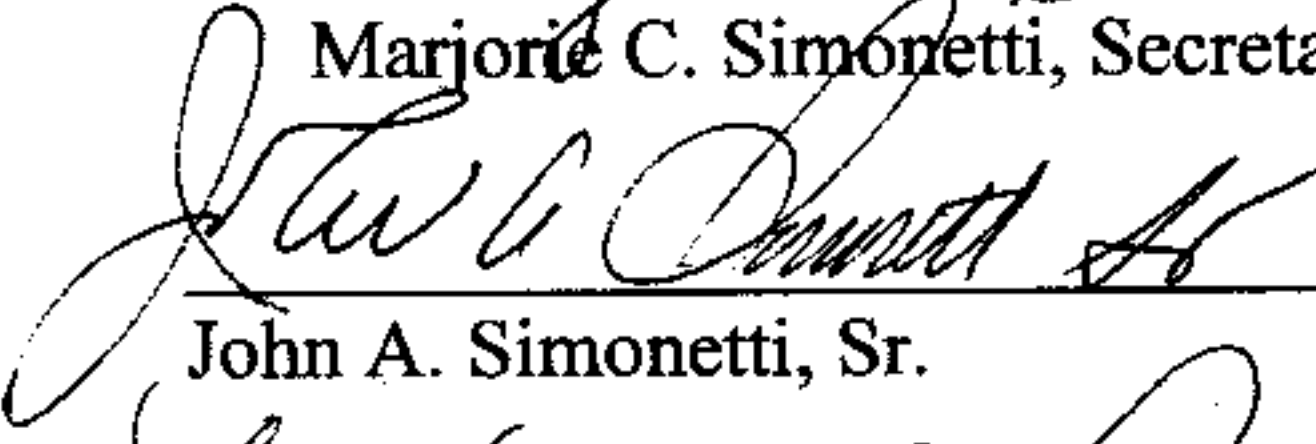
John A. Simonetti, Jr., Manager

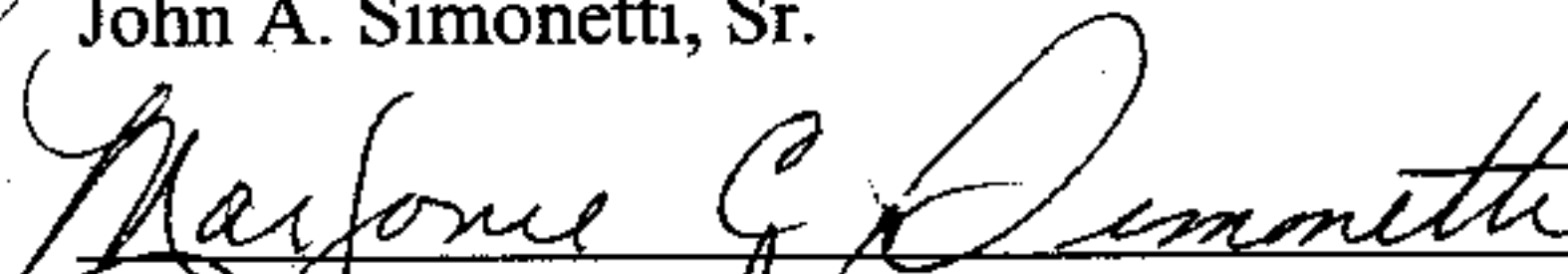
**APPROVAL OF GUARANTORS (if any)**

**Columbiana Skating Rink, Inc.**

By:   
John A. Simonetti, Jr., President

By:   
Marjorie C. Simonetti, Secretary

  
John A. Simonetti, Sr.

  
Marjorie C. Simonetti, Secretary


  
John A. Simonetti, Jr.

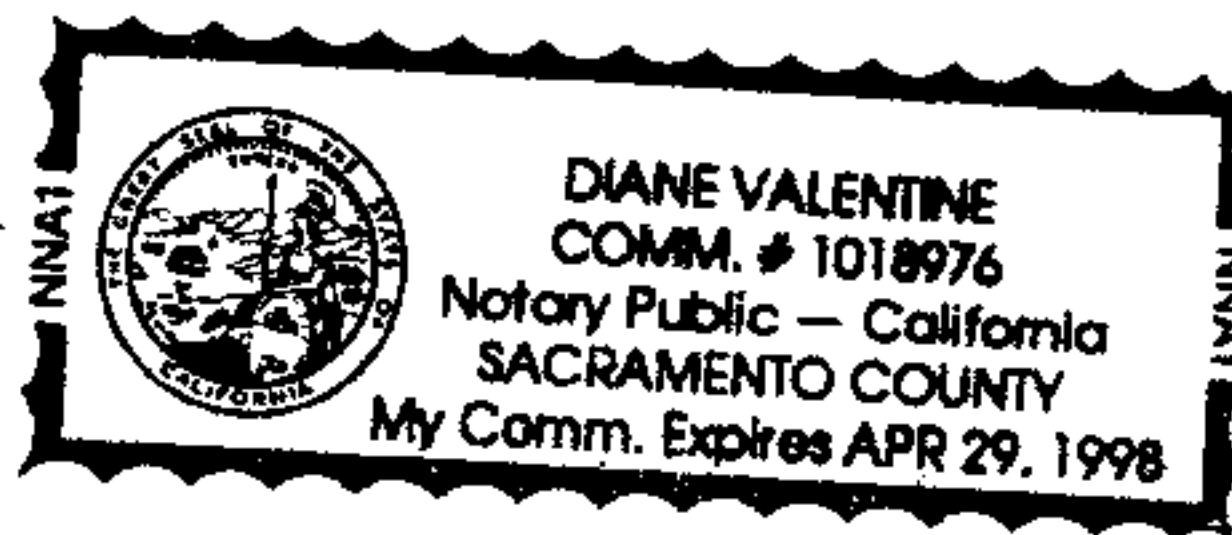
**ALL SIGNATURES MUST BE NOTARIZED**

STATE OF California  
COUNTY OF Sacramento

On June 18, 1997, before me, Diane Valentine, personally appeared Wendi Woodfin personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL

  
\_\_\_\_\_  
Diane Valentine, Notary Public



OPTIONAL

**Capacity Claimed By Signer**

☒ Individual  
☐ Corporate Officer

Loan Processor

Title(s)

☐ Partner(s)      ☐ Limited  
                                 ☐ General

☐ Attorney-In-Fact

☐ Trustee(s)

☐ Guardian/Conservator

☐ Other: \_\_\_\_\_

Signer is Representing:

The Money Store Investment Corporation

**Description Of Attached Document**

Modification Agreement

Title of Type of Document

Three (3)

Number of Pages

June 10, 1997

Date of Document

Signer(s) Other Than Named Above

John a. Simonetti, Jr., Marjorie C.  
Simonetti, and John A. Simonetti, Sr.

STATE OF AlabamaCOUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that John A. Simonetti, Jr., Manager of JMJ, L.L.C., a limited liability company, is signed to the foregoing Modification of Mortgage and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification to Mortgage, he or she, as such or designated agent and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 19<sup>th</sup> day of June, 1997.

Jacqueline Hodge McHree  
Notary Public

My commission expires 6/7/2000

STATE OF AlabamaCOUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that John A. Simonetti, Jr., President, and Marjorie C. Simonetti, Secretary of Columbiana Skating Rink, Inc. a Alabama Corporation, is signed to the foregoing Modification of Mortgage and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification to Mortgage, he or she, as such or designated agent and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 19<sup>th</sup> day of June, 1997.

Jacqueline Hodge McHree  
Notary Public

My commission expires 6/7/2000



STATE OF AlabamaCOUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that John A. Simonetti, Jr., Marjorie C. Simonetti, and John A. Simonetti, Sr., has signed to the foregoing Modification of Mortgage and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification to Mortgage, he or she, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19<sup>th</sup> day of June, 1997.

Jacqueline Hodge McShree  
Notary Public

My commission expires 6/1/2000

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