

AFFIDAVIT AS TO MISTAKEN MORTGAGE SATISFACTION
And
RATIFICATION OF MORTGAGE

BEFORE ME, the undersigned Notary Public in and for said County and State, personally appeared the undersigned, who being by me first duly sworn depose, certifies and states as follows:

1. CHELSEA MINI STORAGE, L.L.C., an Alabama limited liability company, and Charles N. Thornton, and wife Dawn Thornton (also known as Carol Dawn Thornton) (herein jointly, severally and collectively the "Mortgagor") granted a mortgage (the "Mortgage") to RENASANT BANK (the "Mortgagee") which is recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument 20120522000181340.

2. The Mortgage pertains to the property described on Exhibit "A" attached hereto

3. Mortgagor granted this mortgage as security for promissory notes in the original principal amounts of \$203,552.000 and \$203,552.00 of even date therewith, and all extensions, amendments, modifications and renewals thereof, made in conjunction and in accordance with the U.S. Small Business Administration Authorization for 504 Loan (bearing SBA Loan No. 51630350-058) (the "SBA Loan").

4. Mortgagee received proceeds from the SBA Loan in the amount of \$203,552.00 as a principal reduction of the outstanding indebtedness secured by the Mortgage, whereupon the amount of the principal indebtedness secured by the Mortgage was thereby reduced to an amount not exceeding \$203,552.00.

5. By mistake the Mortgage was satisfied by a Mortgage Release and Satisfaction recorded as instrument 20120913000347350 in the Office of the Judge of Probate of Shelby County, Alabama (the "Mistaken Satisfaction").

4. This Mistaken Satisfaction was filed by mistake upon receipt of funds from the SBA Loan, and there still exists obligations owing to Mortgagee by Mortgagor which are secured by the Mortgage.

5. The Mistaken Satisfaction having been filed by mistake should be stricken from the records of the Office of the Judge of Probate of Shelby County, and the Mortgage reinstated as a valid and binding instrument of record, securing the obligations of Mortgagor to Mortgagee.

6. Mortgagor enters into this agreement, ratifying and restating the Mortgage as if fully set forth herein, and acknowledges that the Mistaken Satisfaction was in fact a mistake and should be stricken from the records.

IN WITNESS WHEREOF, the party constituting Mortgagor has hereto set their hand and seal hereto effective as of this the 25 day of February 2016.

CHELSEA MINI STORAGE, L.L.C., an Alabama limited liability company

By: [Signature]
Print Name: Charles N. Thornton, Jr.
Title: Member

By: [Signature]
Print Name: Dawn Thornton (also known as Carol Dawn Thornton)
Title: Member

[Signature] L.S.
Charles N. Thornton, Jr. (Individually)

[Signature] L.S.
Dawn Thornton (also known as Carol Dawn Thornton) (Individually)

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Charles N. Thornton, Jr. and Dawn Thornton (also known as Carol Dawn Thornton), whose names as Members of CHELSEA MINI STORAGE, L.L.C., an Alabama limited liability company, 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 members and with full authority executed the same voluntarily, as an act of said company, acting in their capacity as aforesaid.

Given under my hand and official seal, this 25 day of February, 2016.

[Signature]
NOTARY PUBLIC
My Commission expires: _____

Notary Public - Alabama State At Large
My Commission Expires
August 1, 2017
Bonded Thru Notary Public Underwriters

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles N. Thornton, Jr. and wife, Dawn Thornton (also known as Carol Dawn Thornton), whose names 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 this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 25 day of February, 2016.

[Signature]
NOTARY PUBLIC
My Commission Expires: _____

Notary Public - Alabama State At Large
My Commission Expires
August 1, 2017
Bonded Thru Notary Public Underwriters

THIS INSTRUMENT PREPARED BY AND AFTER
RECORDATION SHOULD BE RETURNED TO:
William C. Brown
ENGEL, HAIRSTON & JOHANSON, P.C.
109 North 20th Street, Fourth Floor
P.O. Box 11405
Birmingham, Alabama 35202
(205) 328-4600

EXHIBIT "A"

A parcel of land being located in the Southeast $\frac{1}{4}$ of Southwest $\frac{1}{4}$ of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama being more particularly described as follows:

Beginning at the Southwest corner of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 26, Township 19 South, Range 1 West, and run thence North 00 degrees 00 minutes 00 seconds West along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 609.42 feet to a point on the South right of way of County Road No. 39; thence South 85 degrees 27 minutes 12 seconds East along said right of way a distance of 250.88 feet to the P. C. of a curve to the left having a delta of 22 degrees 55 minutes 58 seconds, a radius of 877.05, an arc distance of 351.04 feet to the P. T. of said curve; thence North 71 degrees 36 minutes 50 seconds East along said right of way a distance of 82.53 feet to a point; thence South 00 degrees 13 minutes 49 seconds West leaving said right of way a distance of 609.13 feet to a point on the right of way of Seaboard Coast Line Railroad; thence South 66 degrees 03 minutes 42 seconds West along said right of way a distance of 85.17 feet to a point; thence South 88 degrees 39 minutes 38 seconds West leaving said right of way a distance of 594.44 feet to the point of beginning; being situated in Shelby County, Alabama.

SUBJECT TO: i) taxes and assessments for the year 2016, a lien but not yet payable; ii) restrictions appearing of record in Instrument # 1999-48390, omitting any covenants, conditions, or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent that such covenants, conditions or restrictions violate 42 USC 3604(c); iii) Right of way granted to Alabama Power Company as set out in instrument(s) recorded in Deed Volume 133, Page 416 and Deed Volume 239, page 894; iv) title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Volume 106, Page 343; and v) coal, oil, gas and mineral and mining rights which are not owned by Grantor/Mortgagor.