

me
3/23/12 2:54:08
DK T BK 3,417 PG 308
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

PREPARED BY AND RETURN TO:

Greenberg Traurig, P.A.
401 East Las Olas Boulevard
Suite 2000
Fort Lauderdale, Florida 33301
Attention: Julie B. Schwartzberg, Esq.
(954) 765-0500

AS TO MISSISSIPPI FORMATTING REQUIREMENTS

PREPARED BY:

Edley H. Jones, III (MS Bar No. 3201)
McGlinchey Stafford, PLLC
Post Office Drawer 22949
Jackson, Mississippi 39225-2949
(601) 960-8400:

INDEXING INSTRUCTIONS: THE REAL PROPERTY DESCRIBED HEREIN IS SITUATED IN THE SE QUARTER OF THE SE CORNER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 6 WEST, DeSOTO COUNTY, MISSISSIPPI

**FIRST AMENDMENT TO DEED OF TRUST,
SECURITY AGREEMENT AND FIXTURE FILING**

STORAGE DEPOT INVESTORS, LLC
a Nevada limited liability company
c/o Leasco Realty Company, 9198 Greenback Lane, Suite 115, Orangevale, CA 95662
Phone: 407-481-9899
GRANTOR

ANN FORTENBERRY CORSO
190 East Capitol Street, Suite 800, Jackson, MS 39201
Phone: 601-949-4744
TRUSTEE

GENERAL ELECTRIC CAPITAL CORPORATION
a Delaware corporation
c/o GE Capital Real Estate, 1901 Main Street, 7th Floor, Irvine, CA 92614
Phone: 949-477-1500
BENEFICIARY

Property Location: Olive Branch, Mississippi

FTL 108,573,631 v1 028125.056400

ll
Return To: First American Title Insurance Company
2001 Airport Road, Suite 301, Flowood, MS 39232
601-366-1222

**FIRST AMENDMENT TO DEED OF TRUST,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS FIRST AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING (this "**Amendment**") dated as of March 15, 2012 by and between STORAGE DEPOT INVESTORS, LLC, a Nevada limited liability company ("**Grantor**"), and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation ("**Beneficiary**").

RECITALS

A. On or about December 29, 2006, Beneficiary made a loan (the "**Loan**") to Grantor in the maximum amount of \$6,877,162.00, which Loan (i) is governed by that certain Loan Agreement dated December 29, 2006 between Grantor, Beneficiary and other borrowers named therein (the "**Additional Borrowers**"), as amended by that certain Forbearance Agreement dated as of December 29, 2011 (as so amended, the "**Original Loan Agreement**"); (ii) is evidenced by that certain Promissory Note dated as of December 29, 2006, made by Grantor in favor of Beneficiary in the maximum principal amount of \$6,877,162.00 (the "**Note**"); and (iii) is secured, in part, by that certain Deed of Trust, Security Agreement and Fixture Filing by Grantor to Ann Fortenberry Corso, as Trustee, for the benefit of Beneficiary recorded on January 16, 2007 in the Official Records Book 2644, Page 136, Public Records of DeSoto County, Mississippi (the "**Original Deed of Trust**").

B. Grantor, Beneficiary and the Additional Borrowers have agreed to modify the Original Loan Agreement pursuant to the terms of that certain Amendment to Loan Agreement of even date herewith among Grantor, Additional Borrowers and Beneficiary (the "**Loan Agreement Amendment**").

C. In connection with such modification, Beneficiary is requiring that Grantor execute this Amendment.

NOW, THEREFORE, for and in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Original Deed of Trust.

2. **Modifications.**

(a) The term "**Deed of Trust**" as used and defined in the Original Deed of Trust and in this Amendment, shall hereafter be deemed to refer to the Original Deed of Trust, as modified by this Amendment, together with any further modifications or amendments thereto.

(b) The term "**Loan Agreement**" as used and defined in the Original Deed of Trust and in this Amendment, shall hereafter mean the Original Loan Agreement as modified by the Loan Agreement Amendment.

(c) Paragraph 2 in the definition of "**Loan Documents**" is hereby deleted and the following is substituted therefor:

"(2) Promissory Note of even date, executed by Grantor, with a maturity date of February 28, 2015 (the "**Note**"),"

3. **Representations.** All of the representations, warranties, covenants and agreements of Grantor in the Original Deed of Trust are hereby reaffirmed and ratified in all respects with respect to the Mortgaged Property as of the date hereof. Grantor hereby represents and warrants to Beneficiary that (a) this Amendment constitutes the legal, valid and binding obligations of the Grantor enforceable in accordance with its terms; and (b) the execution and delivery of and performance under this Amendment is within Grantor's power and authority without the joinder or consent of any other party and has been duly authorized by all requisite acts of the members of Grantor.

4. **Further Assurances.** Grantor hereby agrees to execute and deliver to Beneficiary, promptly upon request from Beneficiary, such other and further documents as may be reasonably necessary or appropriate to consummate the transactions contemplated in this Amendment or to perfect the liens, security interests, collateral assignments and financing statements, as Beneficiary may reasonably request, to consummate the transactions contemplated in this Amendment.

5. **Confirmation of Deed of Trust and Lien Upon Mortgaged Property.** The Mortgaged Property is and shall remain subject to and encumbered by the lien, charge and encumbrance of the Original Deed of Trust, as modified by this Amendment, and nothing herein contained shall affect or be construed to affect the lien or encumbrance of the Original Deed of Trust or the priority thereof over other liens or encumbrances. Nothing herein shall in any manner diminish, impair or extinguish the Note, the Loan Agreement, the Original Deed of Trust or other obligations of Grantor under the Loan Documents. Grantor ratifies and reaffirms all of the obligations of Grantor under the Original Deed of Trust and the other Loan Documents, and acknowledges that, the Original Deed of Trust, as modified by this Amendment is valid, subsisting and enforceable and continues to secure the Note and the Loan Agreement.

6. **Miscellaneous.** The terms of the Original Deed of Trust remain in full force and effect except as modified herein. This Amendment constitutes the entire agreement concerning the subject matter hereof and all prior or contemporaneous understandings, oral representations or agreements had among the parties with respect to the subject matter hereof are merged in, and are contained in this Amendment. This Amendment shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, successors and assigns. Section headings used in this Amendment are for convenience only and shall not be used to interpret any term hereof. This Amendment may be executed in one or more counterparts, which

taken together shall constitute one and the same instrument. Each party executing this Amendment represents that such party has full authority and legal power to do so.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date and year acknowledged below to be effective as of the day and year first above written.

GRANTOR:

STORAGE DEPOT INVESTORS, LLC, a Nevada limited liability company

By: *Dale A. Williams*

Name: Dale A. Williams
Title: Manager

ACKNOWLEDGMENT

STATE OF California)
) SS.
COUNTY OF Orange)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 28th day of February, 2012, within my jurisdiction, the within named Dale A. Williams, who acknowledged to me that he is Manager of STORAGE DEPOT INVESTORS, LLC, a Nevada limited liability company, and that for and on behalf of said limited liability company, and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

M. Carvajal
Notary Public

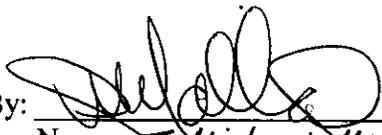
My Commission Expires: Dec 17, 2014

[SEAL]



BENEFICIARY:

GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation

By: 
 Name: J. Michael Malloy
 Title: AUTHORIZED SIGNATORY

ACKNOWLEDGMENT

STATE OF _____)
) SS.
 COUNTY OF _____)

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2012, within my jurisdiction, the within named _____, who acknowledged that [he][she] is _____ of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, and that for and on behalf of said corporation, and as its act and deed [he][she] executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Notary Public

My Commission Expires: _____

[SEAL]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of ORANGE

On MARCH 7, 2012 before me, KATHY MARIE JACKSON MCKEE, Notary Public

personally appeared ✓ MICHAEL MALLOV

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Kathy Marie Jackson McKee

Place Notary Seal Above

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: FIRST AMENDMENT TO PROBATE DEED TRUST

Document Date: _____ Number of Pages: 1

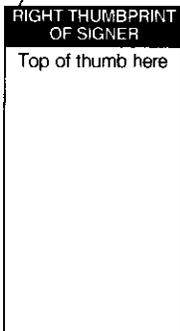
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: J. Michael Mallov Signer's Name: _____

Corporate Officer — Title(s): Attorney at Law Corporate Officer — Title(s): _____

- Individual
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____



- Individual
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____



Signer Is Representing: _____

Signer Is Representing: _____