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3/23/12 2:55:04  
DK T BK 3,417 PG 315  
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:**

(MS Bar No. 3201)  
Edley H. Jones, III  
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**

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

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**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, 7<sup>th</sup> Floor, Irvine, CA 92614  
Phone: 949-477-1500  
**BENEFICIARY**

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**Property Location: Olive Branch, Mississippi**

FTL 108,574,151 v1 028125.056400

*SW*

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

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

THIS FIRST AMENDMENT TO GUARANTY 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. Beneficiary has made available to Grantor and certain of its affiliates, a credit facility in the original aggregate amount of \$31,825,000.00 (the "**Credit Facility**") pursuant to the terms of that certain Loan Agreement dated as of December 29, 2006 between Grantor, other borrowers named therein (the "**Additional Borrowers**") and Beneficiary, as amended by that certain Forbearance Agreement dated as of December 29, 2011 (as so amended, the "**Original Loan Agreement**").

B. In connection with the Credit Facility, Grantor guaranteed repayment of all of the indebtedness and obligations arising under the Original Loan Agreement and other loan documents pertaining thereto pursuant to the provisions of that certain Joint and Several Guaranty dated as of December 29, 2006 made by Grantor and the Additional Borrowers in favor of Beneficiary (the "**Original Guaranty**"). The Original Guaranty is secured, in part, by that certain Guaranty 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 155, Public Records of DeSoto County, Mississippi (the "**Original Deed of Trust**").

C. Concurrently herewith, the Original Loan Agreement is being modified pursuant to the terms of that certain Amendment to Loan Agreement dated as of even date herewith between Grantor, Additional Borrowers and Beneficiary (the "**Loan Agreement Amendment**") and in connection therewith, Grantor and the Additional Borrowers are executing an Affirmation of Joint and Several Guaranty, which affirms their respective obligations under the Original Guaranty (the "**Guaranty Affirmation**").

D. In connection with the Guaranty Affirmation, Beneficiary is requiring that Grantor execute this Amendment to confirm that the Original Deed of Trust continues to secure the Original Guaranty, as amended by the Guaranty Affirmation.

**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 "**Guaranty Deed of Trust**" as used and defined in the Original Deed of Trust and 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 "**Guaranty**" as used and defined in the Original Deed of Trust and in this Amendment, shall hereafter mean the Original Guaranty, as modified and affirmed by the Guaranty Affirmation.

(c) The term "**Loan Agreement**" as used and defined in the Original Deed of Trust shall hereafter be deemed to refer to the Original Loan Agreement, as modified by the Loan Agreement Amendment.

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.

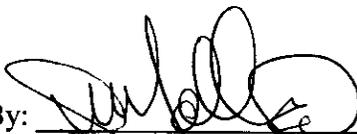
4. **Security; Confirmation of Deed of Trust and Lien Upon Mortgaged Property.** The liens and security interests created by the Original Deed of Trust, as modified by this Amendment, shall remain in full force and effect, with their original priority. Nothing herein shall in any manner diminish, impair or extinguish the obligations of Grantor under the Original Deed of Trust, as modified by this Amendment, and Grantor hereby ratifies and reaffirms all of the obligations of Grantor under the Original Deed of Trust, as modified by this Amendment, and acknowledges that, the Original Deed of Trust, as modified by this Amendment is valid, subsisting and enforceable and continues to secure the Guaranty.

5. **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.



**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 MALLOY

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 DEED OF TRUST

Document Date: \_\_\_\_\_ Number of Pages: 7

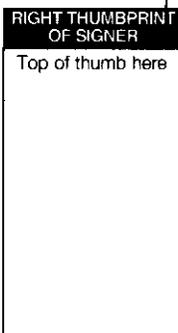
Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer(s)

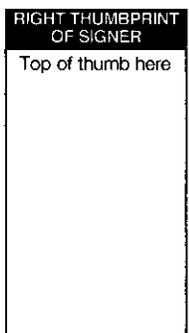
Signer's Name: Michael Malloy Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s) General  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: BE CORP

Signer Is Representing: \_\_\_\_\_