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PREPARED BY
Douglas A. Ward, Esquire
Rogers, Towers, Ballay,
Jones & Gay, P.A.
1301 Riverplace Boulevard
Suite 1500
Jacksonville, FL 32207

95370678

. DEPT-01 RECORDING \$41.50
. T#0001 TRAN 2375 06/07/95 15:05:00
. #9714 # AP *--95--370678
. COOK COUNTY RECORDER

AFTER RECORDING RETURN TO

Metz ja Helms - First American Title Insurance
100 North LaSalle, #2115, Chicago, Illinois 60602

**MODIFICATION, EXTENSION AND ASSIGNMENT OF MORTGAGE,
SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND
UCC FIXTURE FILING FINANCING STATEMENT
(SECURES FUTURE ADVANCES)**

THIS MODIFICATION, EXTENSION AND ASSIGNMENT OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND UCC FIXTURE FILING FINANCING STATEMENT (SECURES FUTURE ADVANCES) (this "Assignment") is made and entered into this 30th day of May, 1995, by FIRST UNION NATIONAL BANK OF FLORIDA, a national banking association ("Assignor"), FIRST UNION NATIONAL BANK OF FLORIDA, a national banking association, as Agent for itself and other lenders now or hereafter a party to that certain First Amended and Restated Credit Agreement, dated May 30, 1995 ("Assignee"), Storage Trust Realty, a Maryland real estate investment trust ("Trust"), and Storage Trust Properties, L.P., a Delaware limited partnership ("STP"; collectively with Trust, "Mortgagor");

W I T N E S S E T H:

WHEREAS, Mortgagor and Assignor have entered into that certain Credit Agreement dated as of December 19, 1994 (the "Original Credit Agreement"); and

WHEREAS, pursuant to the Original Credit Agreement, Mortgagor executed and delivered to Assignor that certain Note, dated December 19, 1994, made by Mortgagor to the order of Assignor in the principal face amount of \$50,000,000.00 (the "Original Note"); and

WHEREAS, Mortgagor's obligations under the Original Credit Agreement and the Original Note are secured in part by those certain Mortgages, Security Agreement, Assignment of Rents and UCC Fixture Filing Financing Statement as set forth on Exhibit A attached hereto and recorded as stated in said Exhibit A (the "Security Instrument") encumbering the real estate legally described in Exhibit B attached hereto;

WHEREAS, Mortgagor, Assignor, The First National Bank of Boston ("FNBB") and Assignee have executed and delivered that

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05/07/2025

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certain First Amended and Restated Credit Agreement, dated of even date herewith (the "Restated Credit Agreement"), which Restated Credit Agreement amends and restates the Original Credit Agreement in its entirety effective as of the date hereof; and

WHEREAS, in connection therewith, Mortgagor has executed and delivered (a) to Assignor that certain Libor Lock Note in the principal face amount of \$15,000,000.00 and that certain Swing Line Note in the principal face amount of \$15,000,000.00, both dated of even date herewith and payable to Assignor, and (b) to FNBB that certain Libor Lock Note in the principal face amount of \$10,000,000.00 and that certain Swing Line Note in the principal face amount of \$10,000,000.00, both dated of even date herewith and payable to FNBB (collectively the "Notes"), which Notes continue the same indebtedness as that previously evidenced by the Original Note and are being given as a modification and extension of the Original Note and are secured by the Security Instrument; and

WHEREAS, the Restated Credit Agreement provides that Assignee, as Agent for Assignor, FNBB, and the other lenders which may hereafter be a party to the Restated Credit Agreement, shall be the Mortgagee under the Security Instrument; and

WHEREAS, Mortgagor has requested that the Original Note be modified and extended as more particularly set forth in the Notes; and

WHEREAS, in connection with the execution of the Restated Credit Agreement and the Notes, Assignor and Mortgagor desire to modify the Security Instrument and the Assignor desires to assign to Assignee, as Agent for Assignor, FNBB and the other lenders which may hereafter be a party thereto all of its rights under the Security Instrument;

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged Assignor, Assignee, and Mortgagor agree as follows:

1. Effective as of the date hereof, the Security Instrument is hereby amended and modified to delete Article 1, Section 1.1, Subsections (b), (i) and (o) of the Security Instrument and substitute therefor the following Subsections (b), (i) and (o) as follows:

(b) Credit Agreement: Credit Agreement between Mortgagor and First Union National Bank of Florida dated December 19, 1994 as amended and restated by that certain First Amended and Restated Credit Agreement by and between Mortgagor, The First National Bank of Boston, First Union National Bank of Florida and First Union

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National Bank of Florida, as Agent for itself and the other Lenders which are or may hereafter be a party thereto, dated May 30, 1995, which term includes any modification, amendment, renewal, restatement, extension, consolidation, substitution or alteration thereof all of which are incorporated herein for all purposes and made a part hereof as if fully set forth herein;

(1) **Indebtedness:** The principal of, interest on and/or all other amounts, payments and premiums payable under the Note and all other Loan Documents and all other Indebtedness of Mortgagor to Lenders (as defined in the Credit Agreement), now and hereafter evidenced and/or secured by the Loan Documents (as herein defined) and/or otherwise, WHICH INCLUDES FUTURE ADVANCES, which term shall include any part thereof;

(c) **Notes:** Those certain notes to the lenders now a party to the Credit Agreement and such replacement notes as may hereafter be executed and delivered by Mortgagor to the lenders who are hereafter a party to the Credit Agreement, provided that the aggregate principal amount of all notes in effect at any time shall not exceed \$50,000,000, together with any modification, amendment, renewal, restatement, extension, consolidation, substitution or alteration thereof;

2. Assignor hereby assigns to Assignee all of its rights, title and interest as Secured Party under the Fixture Filing set forth in Section 6.4 of the Security Instrument. The Security Instrument is hereby further amended and modified to delete Article 6, Section 6.4, Subsection (c) of the Security Instrument and substitute therefor the following Subsection (c), as follows:

(c) Name of Secured Party:	First Union National Bank of Florida, as Agent for itself and other Lenders now or hereafter a party to the Credit Agreement.
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3. The interest rate applicable to the Indebtedness evidenced by the Notes is 1.95 percentage points above LIBOR (as "LIBOR" is defined in the Restated Credit Agreement) and chargeable in the manner more fully set forth in the Restated Credit Agreement. The Maturity Date of the Indebtedness is May 30, 1997.

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4. Mortgagor (a) acknowledges that Mortgagor is primarily liable for the payment of the Indebtedness evidenced by the Notes and secured by the Security Instrument as herein modified; (b) extends and modifies the Notes and Security Instrument as provided herein, agreeing that such extension and modification shall in no manner affect or impair the Notes or Security Instrument; and (c) promises to pay to the order of the respective holders of the Notes the outstanding balance of the Indebtedness evidenced by the Notes according to the terms thereof.

5. Except as modified herein, the terms and provisions of the Notes and Security Instrument shall remain unchanged and shall remain in full force and effect and are hereby ratified and confirmed in all respects. Any modification herein of the Note and Security Instrument shall in no way affect the liens and security interest of the Loan Documents, as that term is defined in the Restated Credit Agreement. Mortgagor hereby acknowledges that the liens and security interests created and evidenced by the Security Instrument and other Loan Documents are valid and subsisting and further acknowledges and agrees that there are no offsets, claims or defenses to the Notes, Security Instrument or other Loan Documents.

6. Assignor does hereby sell, transfer and assign to Assignee all of its right, title and interest under the Security Instrument as hereby amended. TO HAVE AND TO HOLD Assignor's interest in, to and under the Security Instrument unto Assignee, its successors, successors-in-title and assigns, forever, but without recourse and without any express or implied warranties or representations other than a warranty of title in and to the Security Instrument.

7. THIS AGREEMENT AND LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

8. IT IS THE INTENT OF THE PARTIES THAT THIS INSTRUMENT AND THE TRANSACTIONS CONTEMPLATED THEREBY AND BY THE OTHER LOAN DOCUMENTS SHALL NOT CONSTITUTE A NOVATION, SHALL IN NO WAY ADVERSELY AFFECT OR IMPAIR THE LIEN AND OPERATION OF THE LOAN DOCUMENTS, AND THE INDEBTEDNESS CREATED UNDER THE ORIGINAL CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS RELATIVE THERETO SHALL CONTINUE IN FULL FORCE AND EFFECT, AS AMENDED HEREBY, EVIDENCED BY AND SECURED BY THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS IN ACCORDANCE WITH THEIR RESPECTIVE TERMS.

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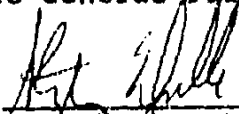
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IN WITNESS WHEREOF, the parties hereinbelow have executed this Modification, Extension and Assignment of Mortgage, Security Agreement, Assignment of Rents and UCC Fixture Filing Financing Statement as of the day and year first above written.

STORAGE TRUST PROPERTIES, L.P.,
a Delaware Limited partnership

By: Storage Trust Realty, a
Maryland real estate
investment trust as its
Sole General Partner

By: 
Stephen M. Dulle
Chief Financial
Officer

STORAGE TRUST REALTY, a
Maryland real estate investment
trust

By: 
Stephen M. Dulle
Chief Financial Officer

"MORTGAGOR"

FIRST UNION NATIONAL BANK OF
FLORIDA, a national banking
association

By: 
DONALD C. HOOVER
Senior Vice President

"ASSIGNOR"

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FIRST UNION NATIONAL BANK OF
FLORIDA, a national banking
association, as Agent

By: Donald C. Hooper
DONALD C. HOOPER
Senior Vice President

"ASSIGNEE"

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF BOONE)

I, Rhonda R. Calvert, a Notary Public in and for and
residing in said County and State, DO HEREBY CERTIFY THAT Stephen
M. Dulle, the Chief Financial Officer of Storage Trust Realty, a
Maryland real estate investment trust, said Storage Trust Realty
being the sole general partner of Storage Trust Properties, L.P.,
a Delaware limited partnership, personally known to me to be the
same person whose name is subscribed to the foregoing instrument,
appeared before me this day in person and acknowledged that he
signed and delivered said instrument as his own free and voluntary
act and as the free and voluntary act of said trust and partnership
for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of May,
1995.

Rhonda R. Calvert
Notary Public

My Commission Expires:

 CALVERT

NOTARY PUBLIC
STATE OF MISSOURI
COMMISSION EXPIRES
 1995

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ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF BOONE)

I, Rhonda K. Calvert, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Stephen M. Dulle, the Chief Financial Officer of Storage Trust Realty, a Maryland real estate investment trust, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said trust for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of May, 1995.

Rhonda K. Calvert
Notary Public

My Commission Expires:

STATE OF MISSOURI)
COUNTY OF BOONE)
MY COMMISSION EXPIRES: ACKNOWLEDGMENT
 FEBRUARY 15, 1996

STATE OF)
) SS
COUNTY OF)

I, Rhonda R. Calvert, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Donald Hooper, the Vice President of First Union National Bank of Florida, a national banking association, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said trust for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of May, 1995.

Rhonda R. Calvert
Notary Public

My Commission Expires:

STATE OF MISSOURI)
COUNTY OF BOONE)
MY COMMISSION EXPIRES: ACKNOWLEDGMENT
 FEBRUARY 15, 1996

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ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF BOONE)

I, Khonda P. Calvert, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Donald Hooper, the Vice President of First Union National Bank of Florida, a national banking association, as Agent, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said trust for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of May, 1995.

Khonda P. Calvert
Notary Public

My Commission Expires: _____

NOTARY PUBLIC
STATE OF MISSOURI
FEBRUARY 15, 1995

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EXHIBIT A LIST OF SECURITY INSTRUMENTS

1. That certain Mortgage, Security Agreement, Assignment of Rents and UCC Fixture Filing Financing Statement dated January 17, 1995, by Mortgagor to Assignor recorded in Office of the Cook County Recorder of Deeds, Illinois as Document No. RV95-140957 on March 1, 1995 and re-recorded on May 16, 1995 as Document No. 95-318513. (Properties 48 & 49)

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EXHIBIT B

LOTS 12, 13 AND 14 IN BLOCK 9 IN BIRCHWOOD BEACH IN SECTION 29,
TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,
ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 27, 1890 IN BOOK 42 OF
PLATS, PAGE 50, AS DOCUMENT 1326212 IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 11-29-310-012

1512 W. JARVIS
CHICAGO, ILL

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95370075

Property 4B

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EXHIBIT B

THE NORTH 30 FEET OF LOT 21 AND ALL OF LOT 22 IN BLOCK 4 IN COCHRAN'S ADDITION TO EDGEWATER, A SUBDIVISION OF THE SOUTH 1946 FEET OF THE WEST 1320 FEET OF THE EAST FRACTIONAL HALF OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS 14-05-404-005

5734 N. Broadway
Chicago, Ill 60660

PROPERTY 49

14-05-404-005

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