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GABBERT & MANNER, P.C.

JONATHAN HARWELL
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ERNEST E. HYNE II
CRAIG V. GABBERT, JR.
MARK MANNER
JAMES W. CAMERON III
L. GLENN WORLEY
PETER M. OLDHAM
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DEILANI B. SOUTHARD
O. BRADLEY WALSH
D. GILBERT

RECORDATION NO. 16261/11 FILED 1429

June 16, 1993

JUN 22 100R 11-07PM

INTERSTATE COMMERCE COMMISSION

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Office of the Secretary
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

Attn: Ms. Mildred Lee
Room 2303

Re: Mortgagor: The Southern Junction Company, Inc.
Mortgagee: Volunteer State Bank
Mortgage and Security Agreement, dated March 23, 1989,
Recordation No. 16261, March 30, 1989

Dear Ms. Lee:

Pursuant to provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303 and in accordance with your instructions, enclosed please find the original and a certified copy of the Extension and Modification Agreement which was executed on March 25, 1993, by The Southern Junction Company, Inc., Borrower and Volunteer State Bank, Lender. Our check in the amount of \$16 is enclosed for the filing fee.

Please stamp the enclosed copy of this letter "filed" and return it in the enclosed self-addressed envelope. If you should require any additional information, please contact the undersigned at the address and telephone number contained herein.

Very truly yours,

HARWELL HOWARD HYNE GABBERT
& MANNER, P.C.

John N. Popham
John N. Popham

Enclosure
cc: Volunteer State Bank

JNP/g6

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MOTOR OPERATING UNIT

Interstate Commerce Commission
Washington, D.C. 20423

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6/23/93

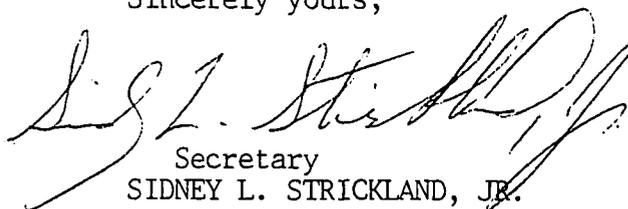
OFFICE OF THE SECRETARY

Diane Eakin
Harwell Howard Hynes Gabbert & Manner,
1800 First American Center
315 Deaderick Street
Nashville TN. 37238-1800

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,
on **6/22/93** at **11:05am**, and assigned
recordation number(s). **16261-B**

Sincerely yours,



Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

①
2/16/93

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EXTENSION AND MODIFICATION AGREEMENT INTERSTATE COMMERCE COMMISSION

THIS EXTENSION AND MODIFICATION AGREEMENT made and entered into to be effective as of the 25th day of March, 1993, by and between THE SOUTHERN JUNCTION COMPANY, INC. (the "Borrower"), a Tennessee corporation with its principal offices located in Nashville, Tennessee, and VOLUNTEER STATE BANK (the "Lender"), a state banking corporation with its principal offices located in Portland, Tennessee.

WHEREAS, pursuant to a Loan Agreement dated March 23, 1989 (the "Loan Agreement"), Lender loaned to Borrower the sum of Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00), which indebtedness is evidenced by a Promissory Note of even date therewith (the "Note"); and

WHEREAS, said indebtedness of Borrower to Lender is further evidenced and secured by certain other documents and instruments described in the Loan Agreement and executed in connection therewith, which other documents and instruments, together with the Loan Agreement and the Note, are collectively described and referred to as the "Loan Documents"; and

WHEREAS, Borrower and Lender have heretofore modified the Loan Documents and extended the maturity date of the Loan Agreement and the other Loan Documents between the parties in accordance with certain Extension and Modification Agreements dated September 15, 1989 and October 15, 1991, respectively; and

WHEREAS, the Borrower has sought to further modify the Loan Documents and to extend the maturity date of the Loan Agreement and the other Loan Documents between parties; and

WHEREAS, the Lender has agreed to permit such modifications and extension terms and conditions set forth herein:

NOW, THEREFORE, the Borrower and the Lender agree that:

1. Maturity and Payment Dates, Etc. The maturity date set forth in the Loan Documents (including the Note) is hereby extended to April 1, 1998 (the "Maturity Date"). The unpaid principal balance on the date hereof is Two Hundred Seventy-Seven Thousand One Hundred Sixty-One and 98/100 Dollars (\$277,161.98). All accrued and unpaid interest on the indebtedness of the Borrower to the Lender under the Loan Documents in the amount of Three Thousand One Hundred Seventy-Five and 83/100 Dollars (\$3,175.83) shall be paid on the date hereof. Interest on the principal balance of the indebtedness of the Borrower to the Lender under the Loan Documents (including the Note) outstanding from time to time shall be computed from the date hereof until maturity at a varying rate of interest that is one percentage point (1%) per annum above the base rate of interest from time to time charged by Lender. The Borrower

shall make payments of principal and interest in fifty-nine (59) equal consecutive monthly installments of Three Thousand Two Hundred and No/100 Dollars (\$3,200.00) each, beginning on May 1, 1993 and continuing on the first (1st) day of each consecutive month thereafter through and including March 1, 1998. Each such monthly installment shall be applied first to the payment of accrued interest and the remainder to principal. On the Maturity Date, all indebtedness of the Borrower to the Lender under the Loan Documents (including the Note) shall be immediately due and payable in full, including without limitation all principal, accrued interest and fees (if any), all of which shall be paid by the Borrower to the Lender on said date.

2. Warranties and Representations Correct. The Borrower hereby confirms as true and correct all of the warranties and representations set forth in the Loan Agreement and the other Loan Documents as if the same were made on the date hereof.

3. Covenants and Agreements to Be Honored. The Borrower hereby confirms that it will do or refrain from doing, as appropriate, all of those matters described in the covenants in the Loan Agreement and the other Loan Documents.

4. Reaffirmation of Specific Warranties and Representations. The Borrower hereby represents and warrants that the representations and warranties set forth in Section 5(g) of the Loan Agreement have equal application to this Extension and Modification Agreement.

5. Collateral, Security Interests, and Liens Reconfirmed. The Borrower hereby reconfirms its grant of the security interests, liens, and Collateral to the Lender.

6. The Mortgage, Etc. The Borrower covenants that it continues to be lawfully seized and possessed of all rights, title and interest in and to the Collateral (as that term is defined in the Mortgage and Security Agreement dated March 23, 1989, between Borrower and Lender ("Mortgage")), and that Borrower has not granted to any other party other than Lender any security interest in the said Collateral, and Borrower reaffirms all of its duties and obligations pursuant to the Mortgage.

7. Loan Documents. This Extension and Modification Agreement is a Loan Document. The definition of the term Loan Documents in Section 4 of the Loan Agreement is hereby amended to include this Extension and Modification Agreement as a Loan Document. Terms not otherwise defined herein shall have the meanings ascribed to them in the other Loan Documents.

8. No Existing Default or Set-Off, Etc. The Borrower covenants and agrees that no event has occurred and no claim, offset, defense, or other condition exists that would relieve it

of any of its obligations to the Lender under the note, mortgage, or any other Loan Documents or provide a cause of action to the Borrower against the Lender, any and all of which are hereby waived by the Borrower.

9. All Loan Documents, Etc. All Loan Documents are hereby amended to conform to the amendments and modifications expressed herein. However, except as otherwise expressly provided herein, the Loan Agreement and the other Loan Documents shall remain unamended, unmodified, in full force and effect.

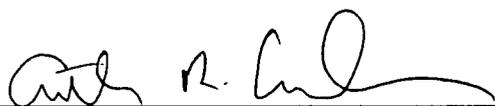
10. Consent of Guarantors. By their signatures below, each of the Guarantors named below consent to this Extension and Modification Agreement, join in the representations and warranties of the Borrower as of the date hereof and agree that their Guarantys made and delivered on October 15, 1991 shall and do continue to apply to the debts and obligations of the Borrower to the Lender evidenced and secured by the Loan Agreement, the Promissory Note and the other Loan Documents, as modified and extended herein, shall and do remain in full force and effect and enforceable in accordance with their terms, and are hereby reaffirmed by each of the undersigned Guarantors. As further consideration to the Lender for this Extension and Modification Agreement, and as consideration to the Lender for this release of Mr. Frensley's guaranty of the Indebtedness, Arthur R. Cushman and Carolyne Cushman (the new "Guarantors") are executing and delivering to the Lender their individual, unlimited guaranties of payment and performance. By their signatures below, the new Guarantors acknowledge and represent to the Lender that they recognize that the Lender is taking this action in reliance on both of these new Guarantors and not either one alone in consenting to this release of Mr. Frensley and in entering into this Extension and Modification Agreement.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, the Borrower and the Lender have executed this Extension and Modification Agreement to be effective as of the date first above written.

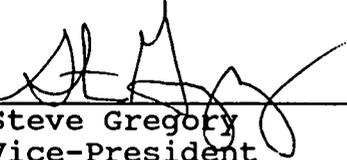
BORROWER:

THE SOUTHERN JUNCTION COMPANY, INC.

By: 
Arthur R. Cushman
President

LENDER:

VOLUNTEER STATE BANK

By: 
Steve Gregory
Vice-President

{ CONSENTS OF GUARANTORS AND NOTARIES FOLLOW ON SUCCEEDING PAGE(S) . }

CONSENTS OF GUARANTORS

The undersigned CAROLYNE CUSHMAN AND ARTHUR R. CUSHMAN, hereby consent, as Guarantors, to this Extension and Modification Agreement, join in the representations and warranties of the Borrower as of the date thereof, and agree that their Guarantys made and delivered on October 15, 1991 shall and do continue to apply to the debts and obligations of the Borrower to the Lender evidenced and secured by the Loan Agreement, the Promissory Note and the other Loan Documents, as modified and extended therein, shall and do remain in full force and effect and enforceable in accordance with their terms, and are hereby reaffirmed by each of the undersigned Guarantors.

GUARANTOR:

Carolyn R. Cushman
Carolyn Cushman

GUARANTOR:

Arthur R. Cushman
Arthur R. Cushman

STATE OF TENNESSEE)
COUNTY OF Davidson)

Before me, Christopher S. Davengurt of the state and county aforesaid, personally appeared ARTHUR R. CUSHMAN, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged himself to be president of THE SOUTHERN JUNCTION COMPANY, INC. the within name bargainer, a Tennessee business corporation, and that he as such president executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as president.

Witness my hand and seal, this the 26 day of March, 1993.

Christopher S. Davengurt
Notary Public

My Commission Expires: 5/23/94

STATE OF TENNESSEE)
COUNTY OF Davidson)

Before me, Barbara Bradley of the state and county aforesaid, personally appeared STEVE GREGORY, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged himself to be vice president of VOLUNTEER STATE BANK, the within name bargainor, a National Banking Association, and that he as such vice president executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as vice president.

Witness my hand and seal, this the 26th day of March, 1993.

Barbara Bradley
Notary Public

My Commission
Expires: 3-4-97

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, Christopher S. Davenport, a Notary Public of said county, CAROLYNE CUSHMAN, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who acknowledged that she executed the within instrument as Guarantor for the purposes herein contained.

Witness my hand and seal, on this 26 day of March, 1993.

Christopher S. Davenport
Notary Public

My Commission
Expires: 5/23/94

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, Christopher S. Davenport, a Notary Public of said county, ARTHUR R. CUSHMAN, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who acknowledged that he executed the within instrument as Guarantor for the purposes herein contained.

Witness my hand and seal, on this 26th day of March, 1993.

Christopher S. Davenport
Notary Public

My Commission Expires: 5/23/94

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RECORDATION NO. _____ FILED 1425

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CERTIFICATE

INTERSTATE COMMERCE COMMISSION

I, Diane W. Eakin, notary public in the County of Davidson, State of Tennessee, hereby certify that I have compared the attached copy of the Extension and Modification Agreement with the original thereof and have found the copy to be complete and identical in all respects to the original document. This filing supplements Recordation No. 16261, filed with the Interstate Commerce Commission on March 30, 1989.

Dated: June 16, 1993

Diane W. Eakin

Diane W. Eakin
Notary Public

My Commission Expires: May 25, 1996