

adequate security for payment of all amounts payable under the Bond; and

WHEREAS, the County has agreed to loan to Modern Storage Co., Inc. (the "Company") the proceeds from the issuance and sale of the Bond upon receipt by the County of the Company's \$2,500,000 Note committing it to pay all amounts payable under the Bond (the "Company Note") and also upon receipt by the County from the Company of adequate security for payment of these amounts; and

WHEREAS, the Guarantor has agreed to sign and deliver to the County a Limited Guaranty dated as of February 18, 1981 and attached as Exhibit A, (the "Partnership Guaranty") guaranteeing to a limited extent repayment of the Company Note;

NOW, THEREFORE, KNOW ALL MEN, that in consideration of \$1.00 in hand paid at and before the execution and delivery of these presents and in consideration of the advancement by the County to the Company of the aforementioned funds and for the better securing of the performance and payment required by the Partnership Guaranty and/or this Security Agreement, the County and the Guarantor agree as follows:

SECTION 1. GRANT OF SECURITY INTEREST.

The Guarantor does hereby convey, warrant, mortgage, pledge, assign and grant to the County, its successors and assigns, and the County does hereby accept, a first security interest in and to all and singular of the Guarantor's right, title and interest in and to the stocks, bonds and certificates of deposit listed on Schedule A to this Agreement and all right, title and interest of