


Graves
• COMPANY •
P.O. BOX 759
DEMOPOLIS, AL. 36732

SECURITY AGREEMENT
GRAVES COMPANY
Demopolis, Ala. 36732


19811006000106920 1/6 \$.00
Shelby Cnty Judge of Probate, AL
10/06/1981 12:00:00 AM FILED/CERT
Amount: \$25,000.00
September 1981

For value received and as security to the above granted loan and for all other indebtedness, obligations and liabilities of the undersigned to Graves Company now existing or hereinafter contracted or arising, joint or severally, due or to become due, direct or indirect liquidated or unliquidated, and all renewals and extensions thereof, the undersigned, hereinafter called Debtor whether one or more does hereby grant to Graves Company, Demopolis, Alabama, a security interest pursuant to the Uniform Commercial Code in and to the following described property:

1. All fixtures, equipment, appliances, store furniture, inventory and accounts receivable belonging to Marcus Food Stores, Inc., Wilsonville, Alabama, Shelby County. Said equipment is itemized on attached Exhibit A.
2. One 1972 Cadillac automobile, vehicle identification number AC49R20278896.

(This security agreement is given as security for the fact that the Graves Company has indemnified a debt of the certain Marcus Food Stores, Inc. to the First National Bank of Columbiana to the extent of \$25,000.00, and this agreement secures the Graves Company to the extent that they are called upon under such indemnification agreement.)

The property described in Paragraph 1 above is owned by the undersigned Marcus Food Stores, Inc.; the property described in Paragraph 2 above is owned by Thomas L. Marcus and Lena D. Marcus. together with all similar property hereafter acquired, all replacements thereof and all accessories, parts and equipment now and hereafter affixed thereto or used in connection therewith, all proceeds therefrom, all of which property is hereinafter collectively referred to as "Goods," and is located or will be located at IGA Store in Wilsonville, Alabama

The property covered hereby (is not or is not to be)(is or is to be) so affixed or related to realty as to become a part thereof and that if it is to be so affixed, it will be affixed to the following described realty:
IGA Store Wilsonville, Alabama

If the chief place of business of the Debtor is other than that shown as Debtor's residence, such chief place of business is at

This security interest is given to secure the performance of the covenants and agreements herein set forth and for the payment of an indebtedness as evidenced by a promissory note dated ~~XXXXXXXXXXXXXXXXXXXX~~ and attached hereto, and for all costs and expenses incurred in the collection of same, including a reasonable attorney's fee and enforcement of Graves Company's rights thereunder; and for the payment of all extensions and renewals of said note, (or notes) and all changes in form of said indebtedness which may be from time to time effected by agreement between Graves Company and Debtor; and all advances made by Graves Company for taxes, levies and repairs to or maintenance of said Goods and for all costs and expenses incurred in the collection of same and enforcement of Graves Company's rights hereunder; and all money heretofore and hereafter advanced by Graves Company to or for the account of Debtor at the option of Graves Company and all other present or future, direct or contingent liabilities of Debtor to Graves Company of any nature whatsoever; and for interest on any money expended by Graves Company for taxes, levies and repairs to or maintenance of said Goods, for interest on any money expended for costs and expenses incurred in the collection of said note and the enforcement of Graves Company rights hereunder.

The Debtor agrees to support the IGA program during the term of the indemnity agreement, and to remit for merchandise charges in accordance with the IGA franchise. The Mortgagor shall purchase from Graves Company, all commodities as said Mortgagor sells or uses, provided Graves Company handles

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the same, and said Graves Company agrees to sell Mortgagor all such merchandise or products at prices not in excess of prices offered to other IGA stores in the area where said Mortgagor is located.

Proceeds of Goods are also covered; however such shall not be construed to mean that the secured party consents to any sale of such Goods.

Debtor covenants and agrees that in the event the Goods are or include a Motor Vehicle, that same shall not be rented or let out, and shall not be used for the carriage of passengers for hire.

If the Goods are being acquired by Debtor with the proceeds of a Graves Company loan, Graves Company is hereby authorized, at its option, to disburse the proceeds of said loan directly to the Seller of the Goods.

Debtor warrants, covenants and agree that:

The property is or is to be used by Debtor primarily in business.

The rights and privileges of Graves Company under this agreement shall inure to the benefit of its successors and assigns. All covenants, representations, warranties and agreements of Debtor contained in this agreement are joint and several if Debtor is more than one and shall bind Debtor's personal representatives, heirs, successors and assigns. If any provision of this agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this agreement shall be construed as if such invalid or unenforceable provisions had never been contained herein.

THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF, THE SAME BEING INCORPORATED BY REFERENCE. I, "WE) HEREBY ACKNOWLEDGE RECEIPT OF AN EXECUTED EXACT COPY OF THIS SECURITY AGREEMENT.

"CAUTION-IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT."

MARCUS FOOD STORES, INC.

Secretary:

~~XXXXXX~~

Lena Marcus

(Seal) BY

Thomas L. Marcus
(Debtor)

(Seal)

Thomas L. Marcus
(Debtor)

Thomas L. Marcus

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION.

(SEAL)

Lena D. Marcus
(Debtor)

Lena D. Marcus

L.D.-Security Agreement.



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DEBTOR FURTHER REPRESENTS, WARRANTS AND AGREES THAT:

The statements herein as to Debtor's residence and possession and location of the property specifically described herein are true, and that Debtor has or will acquire absolute title thereto free and clear of all liens, encumbrances and Security Interests except the Security interest hereby given to Graves Company and other rights, if any, of Graves Company and Debtor will defend the Goods against the claims and demands of all persons.

Without the prior written consent of Graves Company, Debtors will not sell, exchange, lease or otherwise dispose of the Goods or any of Debtor's rights therein or under this agreement, or permit any lien or Security Interest to attach the same except that created by this agreement and other rights, if any, of Graves Company.

Debtor will maintain the Goods in good condition and repair but without permitting any lien to affix to the Goods as a result thereof, and will pay and discharge all taxes, levies and other impositions levied thereon as well as the cost of repairs to or maintenance of the same and will not permit anything to be done that may impair the value of any of the Goods; if Debtor fails to pay such sums, Graves Company may do so for Debtor's account, adding the amount thereof to the other amounts secured hereby:

Debtor will insure the Goods with companies acceptable to Graves Company against such casualties and in such amounts as Graves Company shall require; all insurance policies shall be written for the benefit of Debtor and Graves Company as their interests may appear, and such policies or certificates evidencing the same shall be furnished to Graves Company. If Debtor fails to pay the premium on any such insurance, Graves Company may do so for Debtor's account, adding the amount thereof to the other amounts secured hereby, however, Graves Company is under no obligation or has no duty to pay such premiums. Debtor hereby assigns to Graves Company any return or unearned premiums which may be due upon cancellation of any such policies for any reason whatsoever and directs the insurers to pay Graves Company any amounts so due. Graves Company is hereby appointed Debtor's attorney-in-fact to endorse any draft or check which may be payable to Debtor in order to collect such return or unearned premiums or the proceeds of such insurance; any balance of insurance proceeds remaining after payment in full of all amounts secured hereunder shall be paid to Debtor:

Debtor will not permit any of the Goods to be removed from the location specified herein, and Debtor will promptly notify Graves Company of any change of Debtor's residence, or in the location of the Goods within the State, and Debtor will not remove the Goods from the county of the Debtor's residence or from the county where the property is to be located as shown herein without the prior written consent of Graves Company, and will permit Graves Company to inspect the Goods at any time:

Debtor will not permit anything to be done that may impair the value of the Goods or the security intended to be afforded by this agreement:

Debtor will pay all costs of filing any financing continuation or termination statements with respect to the Security Interest created by this agreement; Graves Company is hereby appointed Debtor's attorney-in-fact to do, at Graves Company option and at Debtor's expense, all acts and things which Graves Company may deem necessary to perfect and continue perfected the Security Interest created by this Agreement and to protect the Goods.

In case any of the representations or warranties of Debtor herein contained shall prove to be false or misleading, or if any proceedings are instituted by or against Debtor under any of the provisions of the Bankruptcy Act or any state insolvency law or for the appointment of a Receiver for Debtor, or if Debtor shall make an assignment for the benefit of creditors, or shall become insolvent, or in the event of the death of Debtor, or if Debtor be in default in the performance of any obligation, covenant or agreement contained or referred to herein or any note evidencing the same, then, in any such event, Debtor shall be in default hereunder. Thereupon, all sums secured hereby shall become immediately due and payable at Graves Company's option without notice to Debtor, and Graves Company may proceed to enforce payment of the same and to exercise any or all of the rights and remedies provided by the Uniform Commercial Code or other applicable law, all of which shall be cumulative. Whenever Debtor



is in default hereunder, Debtor, upon demand by Graves Company shall assemble the Goods and make them available to Graves Company at a place reasonably convenient to both parties. Any notice of the sale, lease or other intended disposition of the Goods by Graves Company sent to Debtor at the address specified herein, at least five (5) days prior to such action shall constitute reasonable notice to Debtor.



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- 1 Metal Float (Grocery Cart)
- 1 Wood Float (Grocery Cart)
- 1 Up-Right Float (Grocery Cart)
- 1 Sign Kit
- 1 Dolly
- 1 Steel Loading Platform
- 1 Mop bucket w/Ringer
- 30 Grocery Carts
 - 1 Raymer AM-FM Receiver Serial #872-35A 766998
 - 1 Electrophonic 8 track tape Serial #11263064
 - 1 Burroughs Office calculator Serial #16718252 6
 - 3 Surveillance Mirrors
 - 1 Coffee Cabinet w/storage
 - 1 Incinerator
 - 1 Twelve Foot Ladder
 - 1 Sandwich and Pie warmer
 - 4 Three foot Display stands
 - 2 Six foot display stands
 - 3 Sweda Electronic Cash Registers, Ser. #1354864, Ser.#1352953, Ser.#1352927
 - 3 Checkout stands with conveyors
 - 1 Harbert Manual Scale, Serial #2214431
 - 1 Defiance Manual Scale un-numbered
 - 3 Dayton Manual Scales (1)Ser.#13578, (2)Ser.#11076 (3)un-numbered
 - 1 Bottle Buggy
 - 2 Four foot card racks
 - 1 Two foot gift wrap rack
 - 1 Water fountain
- 183 Four foot Gondola Sections
 - 1 Twelve foot Nolin ice cream case 20206464
 - 2 Friedrich 12 foot dairy case sections, Serial Numbers #508, #638
 - 3 Twelve foot sections Friedrich Produce Case, Ser. Nos. #72, #535, #526
 - 4 Twelve foot sections Friedrich Frozen Food Case, Ser. Nos. #120, #117, #000049, #12
 - 2 Large Produce Tables
 - 2 Small Produce Tables
 - 6 Three foot Gondola sections
 - 1 Friedrich Twelve foot meat case, Serial #1449
 - 1 Three section Friedrich Fresh Meat Case Sections #11, #11, and #150
 - 1 Sixteen foot Hill upright luncheon meat case
 - 1 Barbeque King Oven, Serial #1031
 - 1 Pie King Oven, Serial #603
 - 1 Single Basket Display Cart
 - 1 Double Basket Display Cart
 - 1 Royal FPCP 6815625 Typewriter
 - 1 Typing Stand
 - 1 Hobart Meat Grinder, Serial #1359938
 - 1 Value-Matic Automatic Scale
 - 1 Butcher block
 - 1 Globe meat slicer, Serial #158204
 - 1 Meat Saw, Serial #1452614
 - 1 Stainless Steel Meat Table
 - 1 Meat Cutting Table
 - 1 Meat Wrapper
 - 1 Meat Cuber
 - 1 Friedrich Meat Cooler, Ser.#88243
 - 4 Meat carts
 - 11 Meat trays
 - 1 Double Drain Sink
 - 1 Produce Sink
 - 1 Produce wrapper
 - 1 Friedrich Produce Cooler, Ser. #1X#40
 - 1 Mohawk Portable Freezer
 - 1 Qui-Kold Portable Freezer
 - 1 Warren Walk-in Frozen Food Cooler
 - 1 Office desk and Chair
 - 2 Folding Metal Cahirs
 - 2 Four Drawer Filing Cabinets
 - 1 Auto scrubber floor machine w/charger



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Paid 1.00
10.00

IGA RETAILERS FRANCHISE AND COOPERATIVE MERCHANDISING PLAN

No.....

Cooperation Built America...

Cooperation Will Preserve It...

WHOLESALE WILL

(A) Enroll Retailer as IGA Member which provides-

- | | |
|---------------------------------------------------------|------------------------------------------------------|
| 1. Store engineering service. | 8. Produce Merchandising program. |
| 2. Planned merchandising program for volume and profit. | 9. Chain store price check to keep retailers posted. |
| 3. Weekly merchandising bulletins. | 10. Retail sales franchise for IGA products. |
| 4. Complete advertising program. | 11. Store Accounting Service. |
| 5. Weekly window posters and special sales material. | 12. Store Supervision. |
| 6. "Grocergram" magazine monthly. | 13. Management Counsel and Personnel Training. |
| 7. Meat Merchandising program. | 14. Equipment Buying Service. |

RETAILER WILL

- | | |
|--------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| 1. Lease and erect official IGA sign. | invoicing representing debts owed to wholesaler, |
| 2. Modernize store according to IGA specifications. | and payment of attorney fees if required to |
| 3. Purchase all products from wholesaler that wholesaler handles. | collect same, as evidenced by personal |
| 4. Co-operate with retail price program. | approval signature below. |
| 5. Buy weekly, using Electronic Ordering System. | 9. Participate in group advertising program |
| 6. Have order in wholesaler's office at specific time. | and pay his proportionate share. |
| 7. Send in signed check with order. | 10. Install retail accounting program. |
| 8. In return for execution of this contract by wholesaler, the owner of the store personally guarantees all checks given to wholesaler and | 11. Maintain store in accordance with IGA standard for cleanliness and sanitation. |
| | 12. Assist driver in unloading. |

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Membership under IGA plan may be cancelled by either party by giving notice in writing ninety days in advance. In said event Retailer will cease to represent his store as an IGA store.

If this Membership is cancelled Retailer agrees, at his expense, to remove all IGA Signs and insignia within thirty days. Title of all signs and insignia remains with IGA Supply Depot as per lease agreement. Retailer agrees to give wholesaler first option to purchase his store in event retailer decides to sell.

It being evident that practical, workable and sincere co-operation between Wholesaler and Retailer is essential and necessary in order that food distribution at retail may be more efficient, economical and competitive. And, - having read the detail of the IGA Plan, I hereby subscribe to its conditions and provisions, pledge my co-operation and support.

WITNESS the signature of the Wholesaler and the Retailer this 15 day of Sept 1981

MARCUS FOODS, INC

PO 212 Store or Corp. Name

WILKINVILLE, ALA - 35186 Address

Sec. Approved
MARCUS FOODS, INC.

Approved

X By Thomas L. Marcus
President or Owner

Approved

GRAVES COMPANY

By H. C. Brown

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