

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT made and entered into as of November 1, 1984, by METROCK STEEL AND WIRE COMPANY, INC., as debtor (the "Debtor"), in favor of CENTRAL BANK OF THE SOUTH, as trustee as described below, as secured party (the "Secured Party").

W I T N E S S E T H:

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WHEREAS, The Industrial Development Board of the City of Montevallo, Alabama (the "Board") has agreed to finance the acquisition, renovation, construction and equipping of an industrial project (the "Project") through the issuance of its \$350,000 Industrial Development Revenue Bond (Metrock Properties Project), Series 1984 (the "Plant Bond") issued pursuant to a Mortgage and Indenture of Trust (the "Plant Indenture") dated as of November 1, 1984 between the Board and the Secured Party, as Trustee, and its \$650,000 Industrial Development Bond (Metrock Steel and Wire Company Project), Series 1984 (the "Equipment Bond"), issued pursuant to a Mortgage and Indenture of Trust dated as of November 1, 1984 (the "Equipment Indenture") delivered by the Board to the Secured Party, as Trustee; and

WHEREAS, the Project will consist of approximately 52 acres of land, an 81,000 square foot manufacturing facility and associated structures, improvements and fixtures (the "Plant") and various manufacturing machinery, equipment and furnishings (the "Equipment");

WHEREAS, the Plant will be leased by the Board to Metrock Properties (the "Lessee") pursuant to a Lease Agreement dated as of October 1, 1984 (the "Plant Lease"), providing for the payment of rentals by the Lessee sufficient for the payment when due of the principal of, premium, if any, and interest on the Plant Bond; and

WHEREAS, the Plant will be subleased by the Lessee to the Debtor pursuant to a Sublease Agreement (the "Sublease") dated as of

November 1, 1984 providing for the payment of sublease rentals sufficient for the payment when due of the rentals due under the Plant Lease; and

WHEREAS, the Equipment will be leased by the Board to the Debtor pursuant to a Lease Agreement dated as of November 1, 1984 (the "Equipment Lease"), providing for the payment of rentals sufficient for the payment when due of the principal of, premium, if any, and interest on the Equipment Bond;

WHEREAS, the Debtor has, pursuant to separate Guaranty Agreements dated as of November 1, 1984 (the "Guaranties") guaranteed the payment of the principal of, premium, if any, and interest on the Equipment Bond and the Plant Bond and certain other obligations of the Lessee under the Plant Lease; and

WHEREAS, the initial purchaser of the Plant Bond and the Equipment Bond (collectively, the "Bonds") has informed the Board and the Debtor that it is not willing to purchase the Bonds unless the Debtor enters into this Security Agreement; and

WHEREAS, the Debtor is desirous that the Board issue the Bonds and apply the proceeds as aforesaid and is willing to enter into this Agreement in order to secure the performance by the Debtor of its obligations under the Guaranties, and to enhance the marketability of the Bonds and thereby achieve a lower interest cost on the Bonds, which will in turn be reflected in lower rental costs to the Lessee and the Debtor;

WHEREAS, Debtor agrees to make this Mortgage and Security Agreement (the "Agreement") to secure payment and performance of its liabilities under the Guaranties (said liabilities, as herein defined, being referred to herein as "Liabilities").

NOW, THEREFORE, the undersigned Debtor, in order to induce the purchase of the Bonds by the initial purchaser thereof, and to secure the prompt payment of Guarantor's liabilities under the Guaranties, and any extensions, modifications or renewals of same, and any and all Liabilities of Debtor, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth and set forth in the Guaranties, and as may be set forth in other instruments evidencing or securing other Liabilities of Debtor to Secured Party, and

further to secure any and all charges incurred by Secured Party on account of Debtor, including but not limited to attorney's fees, does hereby agree as follows:

1. Definitions. All terms used herein which are defined in the Alabama Uniform Commercial Code (the "Code") shall have the same meaning herein as in the Code unless otherwise indicated herein.

2. Incorporation by Reference. All of the terms and provisions of the Guaranties are hereby incorporated by reference as though set forth in full herein.

3. Security Interests. Debtor hereby grants to Secured Party a mortgage of and security interest in, the Collateral described in paragraph 4 hereof to secure the performance and payment of the Liabilities described in paragraph 5 hereof.

4. Collateral. As security for the payment and performance of all Liabilities of the Debtor, Debtor grants, bargains, sells, alienates and conveys to the Secured Party, and grants Secured Party a security interest in, the following described property of the Debtor (herein collectively referred to as the "Collateral"):

4.01 Equipment, Personal Property and Fixtures. All fixtures, furnishings, machinery, equipment, and other personal property of whatsoever nature in which the Debtor owns any interest, whether presently owned, acquired contemporaneously herewith or pursuant to this Agreement or acquired at any time subsequent to this Agreement, and wheresoever located, and all additions and accessions thereto, including, without limitation the types and items of fixtures, furnishings, machinery, equipment, and other personal property described on Exhibit A hereto, but excluding the Leased Equipment as defined under the Plant Lease or the Equipment Lease as the same may from time to time exist. Some or all of the foregoing is or may become fixtures to the real estate described on Exhibit B hereto.

4.02 Sublease Rights. All of the rights, titles and interest of the Debtor, as sublessee, under and pursuant to the Sublease, and in general the Debtor's rights, titles and

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interests as sublessee or lessee in and to the real estate described on Exhibit C hereto (the "Subleased Property"). The property and interests in property described in this Paragraph 4.02 is referred to in this Agreement as the "Sublease Rights".

4.03 Proceeds. Proceeds (including insurance, governmental assistance program payments and tort claims) and products of all of the items and types of property described in 4.01 or 4.02.

5. Liabilities. "Liabilities", as used herein, shall mean: The full and timely payment of all sums at any time due and payable by the Guarantor under the Guaranties or by the Debtor under this Agreement and the performance and observance by the Guarantor of all of the obligations thereof and covenants thereof under or pursuant to the Guaranties or by the Debtor of its obligations and covenants hereunder.

6. Representations, Warranties and Covenants. The Debtor hereby represents, warrants and covenants as follows:

6.01 No Adverse Liens. Except for any security interests heretofore granted to Central Bank of the South by the Debtor, and, to the extent applicable, that certain Mortgage and Indenture of Trust (the "Helena Mortgage") dated as of October 1, 1980 between Central Bank of the South (as successor to Central Bank of Birmingham), as Trustee and The Industrial Development Board of the Town of Helena, Alabama, and except for the security interest granted hereby, the Debtor is or (with respect to Collateral not presently owned by Debtor) will be the lawful owner of all Collateral free from any adverse lien, security interest or encumbrance, and shall have full right to pledge, sell, assign or transfer the same to Secured Party. Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein. In addition, with respect to the Sublease, the Debtor further warrants and covenants that the Debtor's rights therein is a valid leasehold interest, such Sublease is in full force and effect, and there exist no defaults or conditions or events which, but

for the passage of time or the giving of notice or both, may become a default thereunder.

6.02 Financing Statements. No financing statement covering any Collateral or any proceeds thereof is on file in any public office, except for financing statements relating to security interests heretofore granted to Central Bank of the South by the Debtor, and except for financing statements relating to the Helena Mortgage, and except for the financing statements executed by Debtor and Secured Party. At the Secured Party's request, the Debtor will join with Secured Party in executing one or more financing statements pursuant to the Code in form satisfactory to the Secured Party, and will pay the cost of filing the same in all public offices wherever filing is deemed by the Secured Party to be necessary or desirable. The Debtor hereby authorizes the Secured Party to prepare and to file financing statements covering the Collateral signed only by the Secured Party and to sign the Debtor's signature to such financing statements in jurisdictions where Debtor's signature is required. The Debtor promises to pay the Secured Party the fees incurred in filing the financing statements, including but not limited to recording taxes payable in connection with filings on fixtures, which fees shall become part of the Liabilities secured by this Agreement.

6.03 Inspection of Collateral and Records. The Secured Party may examine and inspect the Collateral and records and documents related to the Collateral at any time, wherever located.

6.04 Assignment or Sale. Debtor, its agents, servants or employees will not sell, assign, or offer to sell or assign or otherwise transfer the Collateral, either in whole or in part, or any interest therein without the written consent of the Secured Party.

6.05 Payment of Taxes and Insurance. Debtor will pay promptly all taxes and assessments upon or with respect to the Collateral. Debtor hereby authorizes Secured Party to

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discharge taxes, assessments, liens, security interests or other encumbrances at any time levied or placed on the Collateral, to pay for any insurance on the Collateral required to be maintained by Debtor hereunder, and to pay for, make or provide for any maintenance, repair or preservation of the Collateral as the Secured Party shall deem reasonably necessary to preserve its interests; provided, however, that Secured Party shall be under no obligation to do so. Debtor agrees to reimburse Secured Party on demand with interest at the rate borne by the Bonds for any payment made or any expense incurred by Secured Party pursuant to the foregoing authorization. Payments made or expenses incurred by Secured Party pursuant to the foregoing authorization shall be included in the Liabilities secured hereunder.

6.06 Name of Debtor. Debtor's name has always been as set forth on the first page of this Agreement, except as otherwise disclosed in writing to the Secured Party. Debtor will promptly advise the Secured Party in writing of any change in Debtor's name.

6.07 Additional Representations of Debtor (Collateral).
With respect to all of the Collateral:

6.07(a) Such Collateral is used or bought primarily for business purposes.

6.07(b) All such Collateral (except the Sublease Rights) will be kept at the address of Debtor shown below Debtor's signature or, if not, at the real property described in Exhibit B hereto. Debtor will promptly notify Secured Party of any change in the location of the Collateral. Except for transactions in the ordinary course of Debtor's business, Debtor, its agents or employees will not remove such Collateral from said location without the prior written consent of the Secured Party.

6.07(c) If certificates of title are issued or outstanding with respect to such Collateral, the Debtor will cause the Secured Party's interest to be properly noted thereon.

6.07(d) Debtor has and will maintain insurance on such Collateral (except the Sublease Rights) to the extent and against such hazards and liabilities as is commonly done by companies of like nature, similarly situated, including but not limited to public liability, theft, fire (with extended coverage) insurance, and in the case of motor vehicles, collision insurance, all containing such terms and for such periods as may be reasonably satisfactory to the Secured Party. All such insurance will be maintained with insurance companies reasonably acceptable to the Secured Party and will be payable to the Secured Party and to the Debtor as their interests may appear. All insurance policies shall provide for ten days' written minimum cancellation notice to the Secured Party and, at the Secured Party's request, all policies shall be delivered to and held by the Secured Party. If at any time the Secured Party is of the opinion that the Debtor's insurance coverage is inadequate, the Debtor will, within ten days after written request by the Secured Party, obtain such insurance as the Secured Party shall reasonably request. Secured Party is hereby made attorney-in-fact for Debtor to obtain, adjust, and settle, in its sole discretion, such insurance and to endorse any drafts or checks issued in connection with such insurance.

6.07(e) Debtor agrees to prevent and protect against any waste, damage or destruction of such Collateral, and Debtor will maintain the same in as good condition as it now is in, ordinary and reasonably wear and tear excepted.

6.07(f) With respect to the Sublease, Debtor shall (i) pay all rentals, royalties and indebtedness accruing thereunder, and perform or cause to be performed each and every act, obligation, matter or thing required by Debtor; (ii) give prompt written notice to Secured Party of any default or claim of default by any party to the Sublease, or of any notice received by Debtor of any default under the Sublease, (iii) exercise any options to renew the Sublease and give written confirmation thereof to Secured Party within 30

days after such option becomes exercisable (unless otherwise agreed by Secured Party); and (iv) give immediate notice to the Secured Party of the commencement of any remedial proceedings under any of the Sublease by any party thereto. Debtor shall not surrender its interest under, nor terminate or cancel, nor amend or alter any of such leases without the prior written consent of Secured Party.

7. Set Off. The Secured Party and the holder from time to time of the Bonds are hereby given a continuing lien as additional security for the Liabilities hereunder upon any and all monies, securities and other property of Debtor, and the proceeds thereof, now or hereafter held or received by or in transit to the Secured Party or such holder of the Bonds from or for Debtor, whether for safekeeping, custody, pledge, transmission, collection or otherwise, and also upon any and all deposit balances (general or special) and credits of Debtor with, and any and all claims of Debtor against the Secured Party or such holder of the Bonds at any time existing, and upon an event of default hereunder, the Secured Party or such holder of the Bonds may apply or set off the same against the Liabilities hereby secured.

8. Events of Default. There shall exist a default under this Agreement upon the happening of any of the following events or conditions.

8.01 Any Event of Default or failure by any person or entity to perform any obligation, covenant or liability contained or referred to in either of the Bonds, in the Plant Lease, the Plant Indenture, the Equipment Lease, the Equipment Indenture or either of the Guaranties and the failure to cure the same within any applicable period of grace.

8.02 Any default by the Debtor to make any payments of money required hereunder, or the failure of the Debtor to perform any other obligation, covenant or liability contained or referred to in this Agreement.

8.03 Loss, theft, damage, destruction, sale, assignment, transfer or encumbrance to or of any part of the Collateral (except for sales or encumbrances of Collateral expressly

authorized by the terms of this Agreement), or any levy, seizure, injunction or attachment thereon.

8.04 The termination of the Sublease or the occurrence of any event which, with notice or passage of time or both, would give the Lessee the right to terminate the Sublease.

9. Rights and Remedies Upon Default. Upon occurrence of any of the above events of default, the Secured Party shall have the following rights:

9.01 Acceleration and Other Rights. The right to declare all Liabilities secured hereby to be immediately due and payable without notice to or demand upon the Debtor or any other person. The Secured Party, in addition to any remedies it may exercise under this Agreement or under other documents executed in connection with the Liabilities secured hereby, or under applicable law, may immediately and without demand, exercise any and all of the rights of a secured party upon default under the Alabama Uniform Commercial Code with respect to the Collateral to which such Uniform Commercial Code is applicable, all of which shall be cumulative. Such rights shall include, without limitation:

9.01(a) The right to take possession of the Collateral without judicial process and to enter upon any premises where the Collateral may be located for the purposes of taking possession of, securing, removing, and/or disposing of the Collateral without interference from the Debtor and without any liability for rent, storage, utilities or other sums.

9.01(b) The right to sell, lease, or otherwise dispose of any or all of the Collateral, whether in its then condition or after further processing or preparation, at public or private sale. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Secured Party shall give the Debtor at least five (5) days' prior notice of the time and place of any public sale of the Collateral or of the time after which any private sale or other intended

disposition of the Collateral is to be made, all of which the Debtor agrees, shall be reasonable notice of any sale or disposition of the Collateral.

9.01(c) Upon request of Secured Party, Debtor shall assemble and make the Collateral available to Secured Party at a place reasonably convenient to Debtor and Secured Party.

9.02 Attorney-in-Fact. To effectuate the rights and remedies of the Secured Party both before and after default, Debtor does hereby irrevocably appoint Secured Party attorney-in-fact for the Debtor, with full power of substitution to, of Debtor, sign, execute and deliver any and all instruments and documents, supply necessary endorsements on checks and other remittances payable to Debtor and do all acts and things to the same extent as Debtor could do, and to sell, assign and transfer any Collateral to Secured Party or any other party.

9.03 Receiver. Secured Party shall have the right to apply for and have a receiver appointed by a court of competent jurisdiction, in connection with any action taken by the Secured Party to enforce its rights and remedies hereunder, to manage, protect and preserve the Collateral and continue the business of the Debtor, to collect all revenues and profits thereof, and to apply the same to the payment of all expenses and other charges of such receivership, including but not limited to the compensation of the receiver, and to the payment of Liabilities secured hereby, until a sale or other disposition of such Collateral shall be finally made and consummated, or until all Liabilities secured hereby shall have been paid.

9.04 Additional Remedies with Respect to the Sublease Rights.

9.04(a) In addition to all other rights remedies granted to the Secured Party hereunder, if an Event of Default shall have occurred and be continuing, the Debtor, upon demand of the Secured Party, shall forthwith surrender to the Secured Party the actual possession of the Subleased Property, and if

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and to the extent permitted by law, the Secured Party may enter and take possession of all the Subleased Property, and may exclude the Debtor and its agents and employees wholly therefrom.

9.04(b) Upon every such entering upon or taking of possession, the Secured Party may hold, store, use, operate, manage and control the Subleased Property and conduct the business thereof, and from time to time (i) mak all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (ii) insure or keep the Subleased Property insured; (iii) manage and operate the Subleased Property and exercise all the rights and powers of the Debtor in its name or otherwise, with respect to the same; (iv) enter into any and all agreements with Secured Party, all as the Secured Party from time to time may determine to be to its best advantage; and the Secured Party may collect and receive all the income, revenues, rents, issues and profits of the Subleased Property, including those past due as well as those accruing thereafter, and, after deducting (aa) all expenses of taking, holding, managing and operating the Subleased Property (including compensation for the services of all persons employed for such purposes); (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions; (cc) the cost of such insurance; (dd) such taxes, assessments and other charges prior to the lien of this Agreement as the Secured Party may determine to pay; (ee) other proper charges upon the Subleased Propety or any part thereof; and (ff) the reasonable compensation, expenses and disbursements of hte attorneys and agents of the Secured Party; shall apply the remainder of the moneys so received by the Secured Party in accordance with the provisions of paragraph 9.05 hereof.

9.04(c) Whenever all such Events of Default have been cured and satisfied, the Secured Party may, at its option,

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surrender possession of the Subleased Property to the Debtor, its successors or assigns. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur and be continuing.

9.04(d) If an Event of Default shall have occurred and be continuing, the Secured Party, upon application to a court of competent jurisdiction, shall be entitled, without notice and without regard to the adequacy of any security for the indebtedness hereby secured or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Subleased Property and to collect the rents, profits, issues, and revenues thereof.

9.04(e) Debtor will pay to the Secured Party upon demand all expenses, including receiver's fees, attorney's fees, costs and agent's compensation, incurred pursuant to the provisions contained in this Paragraph 9.04; and all such expenses shall be secured by this Agreement.

9.04(f) If an Event of Default shall have occurred and be continuing, the Secured Party may, either with or without entry or taking possession as hereinabove provided or otherwise, proceed by suit or suits at law or in equity or any other appropriate proceeding or remedy (i) to enforce payment of the Guaranties or the performance of any term thereof or any right; (ii) to foreclose this Agreement and to sell the Sublease Rights, as an entirety or with respect to separate lots or parcels comprising the Subleased Property, as provided by law; and (iii) to pursue any other remedy available to it, all as the Secured Party shall deem most effectual for such purposes.

9.04(g) If an Event of Default shall have occurred Secured Party may sell the Sublease Rights to the highest bidder at public auction in front of the Courthouse door in the county where the Subleased Property is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale, together with a description of the property to be sold,

by publication once a week for three (3) successive weeks prior to said sale in some newspaper published in said county, and, upon payment of the purchase money, Secured Party or any person conducting the sale for Secured Party is authorized to execute to the purchaser at said sale an instrument conveying the Sublease Rights so conveyed. Secured Party may bid at said sale and purchase the Sublease Rights, or any part thereof, if the highest bidder therefor. At the foreclosure sale the Sublease Rights may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner Lender may elect.

9.04(h) At the option of the Secured Party, this Agreement may be foreclosed as provided by law or in equity, in which event a reasonable attorney's fee shall, among other costs and expenses, be allowed and paid out of the proceeds of the sale. In the event Secured Party exercises its option to foreclose this Agreement in equity, the Secured Party may, at its option, foreclose this Agreement subject to the rights of any tenants of the Subleased Property, and the failure to make any such tenants parties defendants to any such foreclosure proceeding and to foreclose their rights will not be, nor be asserted to be by the Debtor, a defense to any proceedings instituted by the Secured Party to collect the sums secured hereby, or any deficiency remaining unpaid after the foreclosure sale of the Sublease Rights.

9.05 Proceeds of Sale; Deficiency. The proceeds of any sale or other disposition of Collateral by the Secured Party shall be applied first, to the expenses (including, but not limited to legal expenses and reasonable attorneys' fees) of retaking, holding, storing, and processing the Collateral and preparing the Collateral for sale, selling and the like and collecting or attempting to collect the Liabilities secured by this Agreement, second, to the Bond Fund established pursuant to the Plant Indenture and the Bond Fund established pursuant to the Equipment Indenture for application in accordance with

Section 1008 of the Plant Indenture and Section 1008 of the Equipment Indenture, respectively, pro rata so that the ratio of funds paid to the Bond Fund under the Plant Indenture and the Bond Fund under the Equipment Indenture, respectively, shall equal the ratio that the principal outstanding on the Plant Bond and the Equipment Bond, respectively, bears to the aggregate principal of the Bonds outstanding; and third to the satisfaction of the Liabilities secured hereby with the application of such proceeds to particular Liabilities or to interest or principal as the Secured Party, in its sole discretion, shall determine; and the balance, if any, to be paid to Debtor or to be paid as otherwise provided by law.

The enumeration of the foregoing rights is not intended to be exhaustive, and the exercise of any right shall not preclude the exercise of any other rights, all of which shall be cumulative. Debtor agrees that any delay by the Secured Party in exercising any right or remedy hereby granted shall not be construed as a waiver by the Secured Party of any of its rights or remedies hereunder. Secured Party may permit the Debtor to remedy any default, but such shall not be a waiver of the default so remedied, and Secured Party's waiver of any default shall not be a waiver of any subsequent or prior defaults.

10. Waivers. In addition to any other waivers, as set forth herein or in the Note, against the Liabilities secured hereby, Debtor expressly waives, to the extent allowed by law, all claims and rights to claim any exemptions allowed or allowable under the Constitution or laws of the United States, the State of Alabama, or any other jurisdiction. All rights and remedies of Secured Party hereunder or with respect to Liabilities or Collateral shall be cumulative, and in addition to any other right available to Secured Party by statute or at law or in equity, and may be exercised singularly or concurrently. In the event that any one or more of the terms or provisions of this Agreement or of the Bonds or any instrument or document executed in connection therewith shall be invalid, illegal or unenforceable in any respect, the validity of the remaining terms or provisions shall in no way be affected, prejudiced or disturbed thereby.

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11. Assignment of Liabilities. If at any time or times by sale, assignment, negotiation, pledge or otherwise, Secured Party transfers any or all of the Liabilities, such transfer shall carry with it Secured Party's rights and remedies under this Agreement with respect to such Liabilities transferred, and the transferee shall become vested with such rights and remedies whether or not they are specifically referred to in the transfer. If and to the extent Secured Party retains any of the Liabilities, Secured Party shall continue to have the rights and remedies herein set forth with respect thereto.

12. Notices. Any demand upon or notice to Debtor that the Secured Party may elect to give shall be effective if deposited in the United States mail, postage prepaid, return receipt requested, or delivered to a telegraph company addressed to Debtor at the address shown below Debtor's signature, or if Debtor has notified the Secured Party in writing of a change of address, to Debtor's last address so notified. Demands or notices addressed to Debtor's address at which the Secured Party customarily communicates with the Debtor shall also be effective.

13. Agreement Under Seal. This Agreement is given under the seal of all persons signing as and for the Debtor. It is intended by Debtor and all persons signing for Debtor that this instrument is and shall constitute a sealed instrument according to law.

14. Headings. The headings of the Sections, paragraphs and subdivisions of this Agreement are for convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof.

15. Successors and Assigns. The provisions of this Agreement shall inure to and bind not only the parties hereto, but also their respective heirs, executors, administrators, successors and assigns.

16. Applicable Law. This Agreement except as may otherwise be provided therein, shall be construed and governed, and their validity determined, according to the laws of the State of Alabama.

IN WITNESS WHEREOF, the undersigned Debtor and Secured Party have caused this Agreement to be duly executed and delivered effective on the 14 day of November, 1984.

ATTEST:

By: John M. Metrock
Title: VICE PRESIDENT -
PRODUCTION

Debtor's address:

DEBTOR:

METROCK STEEL AND WIRE COMPANY, INC.

By: Michael Metrock
Title: PRESIDENT

Railroad Avenue
Helena, Alabama 35080

ATTEST:

By: Eugene Bolan

Secured Party's address:

SECURED PARTY:

CENTRAL BANK OF THE SOUTH as Trustee

By: [Signature]
Its: U.S. & S.V.O.

CENTRAL BANK OF THE SOUTH
P. O. Box 10566
Birmingham, Alabama 35296
Attn: Corporate Trust Department

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STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, LYNN L. THAGARD, a Notary Public in and for said County in said State, hereby certify that MICHAEL METROCK, whose name as PRESIDENT of Metrock Steel and Wire Company, Inc., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal of office this 14th day of November, 1984.

Lynn L. Thagard
Notary Public

My Commission expires: 5/26/86

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, LYNN L. THAGARD, a Notary Public in and for said County in said State, hereby certify that Charles O. Trotter, whose name as Vice-President and Senior Trust Officer of Central Bank of the South, a state banking association, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said state banking association.

Given under my hand and official seal of office this 14th day of November, 1984.

Lynn L. Thagard
Notary Public

My Commission expires: 5/26/86

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EXHIBIT A

DESCRIPTION OF PERSONAL PROPERTY

Except as otherwise provided in the Mortgage and Security Agreement of which this Exhibit A is a part, all machinery, equipment, furnishings and tangible personal property located on Tract I or Tract II (described in Exhibit B hereto), including various such machinery, equipment, furnishings and tangible personal property used in connection with the production and distribution of galvanized wire and cable products, and without limitations, all descaling machines, wire drawers, trucks, forklifts, dead blocks, furnaces, tanks, cranes and the like, and including specifically the following:

LIST OF MAJOR EQUIPMENT AT

Metrock Steel and Wire, Helena, Plant

Office Equipment

Xerox Machine - 2300 SN X930-067548
Apple Computer - Model A2M0003 SN-383997
5 Calculators - Royal SN-77465640, Sharp SN-38020592,
Texas Instrument SN-216320, Hermes SN-1114319
Royal SN-77465639
7 Desks
Conference table
20 chairs
3 files
2 sofas
Refrigerator - Kenmore Model 69551
3 credenzas
Microwave Oven - Minutemaster/Litton

Automotive

40' Alabama Tandum Trailer - SN-B68020
40' Used Flat Bed Trailer - #2594 - Vulcan
40' Fruehauf Trailer - SN-AVF369502
1972 Chevrolet Truck - SN-CCE632V105492
1973 Chevrolet Pickup - SN-F10ALL07857
1974 Ford Pickup - SN-F264CU30803
40' Fontain Trailer - SN-23867
40' Trailmobile Platform Trailer - SN-664049
1977 White Tractor - #G1006839
1977 Chevrolet Nova - #4211874
1978 Mack Truck - N/NT 676-750314
1979 Oldsmobile - SN-3N6R9W178865
1980 Kenworth Tractor - SN-288507
1980 Chevrolet Citation - SN-1G1AX6850B6261334
40' Fruehauf Van AVR - 369502
1984 Cadillac - SN-1G6AW6989E9038749
3 - 48' Great Dame Trailers - M023303, M023301, M023302
1984 Oldsmobile - SN-1G3AN6949EM780744
1983 Oldsmobile/Cutlass - SN-1G3AM69A4CM520979

Mesh Equipment

Mesh Machine #3 - Made by Metrock Steel and Wire Company, Inc.
2 Infrared Heaters
Toyota Forklift - SN-60395
2 Cut Off Shears/EVG - SN-229
Mesh Machine #4 - Made by Metrock Steel and Wire Company, Inc.
Mesh Machine #5 - Made by Metrock Steel and Wire Company, Inc.
Mesh Machine #6 - Made by Metrock Steel and Wire Company, Inc.
Wire Carriers

Exhibit A - Description of Personal Property

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List of Major Equipment at Metrock Steel and Wire - Helena, Plant

Wire Drawer Equipment

Wire Drawer #1 - Made by Metrock Steel and Wire Company, Inc.
Wire Drawer #2 - Made by Metrock Steel and Wire Company, Inc.
Wire Drawer #5 - Made by Metrock Steel and Wire Company, Inc.
Wire Drawer #6 - Made by Metrock Steel and Wire Company, Inc.
Wire Drawer #7 - Made by Metrock Steel and Wire Company, Inc.
Wire Drawer #9 - Made by Metrock Steel and Wire Company, Inc.
Wire Drawer #10 - Morgan - SN-240
Wire Drawer #11 - Made by Metrock Steel and Wire Company, Inc.
Dust Collector - #8606
Micro Welder - SN-24547
6 Butt Welders
Carriers
2 Tensile Testers

Shop Equipment

Used Lather - SN-1450801
Die Making Machine - Made by Metrock Steel and Wire Company, Inc.
Bridgeport Welding Machine - SN-5123318
Air Compressor - SN-137572
Radial Arm Press - SN-T338
Cincinnati Mill #2 Machine - SN-1018035
Jack Hammer - American - SN-5224

Shipping Equipment

Crane - SN-56245
Hyster Forklift 540BP - SN-C5D142051J
Hyster Forklift H80C - SN-75588
Hyster Forklift 890 - SN-C00501773PX
Used Clarklift C500460 - SN-4685-286-4132
Caterpillar V140 Lift Truck - SN-13V675

Galvanizing Equipment

20 Stand Galvanizer
Helcon Printer & Scale - SN-003451
Dry Vacuum - Advance - SN-817531
Olsen Tensile Tester - SN-5919-1
Clark Forklift - C500 - SN-4355-1639-4323
Cardinal Scale - SN-63267-2
Carriers
6 Ray Tec Infra-red Heaters

Annealing Equipment

5 - 3- $\frac{1}{2}$ lb. Coilers - SN-81MX0008
1 - 100 lb. Coiler - SN-MD30583
Butt Welder
Annealing Furnace

Straight and Cut Equipment

3 Straight and Cut Machines - SN-2AA401

Miscellaneous Equipment

Used Backhoe - SN-1A7788
Scrap Bailer - SN-2083283
Scrap Bin - No SN
Tireguard Roadsweeper - Advance - SN-756840
Barbed Wire Machine - Wirefield - SN-1502
Steam Cleaner - Marberry-M50 - SN-174444
Fence Machine - Bergandi - 2MT-11-78-496RB

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EXHIBIT B

TRACT I

The following property located in Shelby County, Alabama, near the City of Montevallo:

Part of the W 1/2 of the NE 1/4 and part of the E 1/2 of the NW 1/4 of Section 6, Township 24 North, Range 13 East and in Section 1, Township 24 North, Range 12 East, more particularly described as follows: Commence at the Northeast corner of said Section 6 and run West along the North line thereof, which is commonly called the Freeman Line 2,332.68 feet to a point which 309.3 feet East of the Northwest corner of the NE 1/4 of said Section 6; thence turn left 92 deg. 52 min. 30 sec. and run a distance of 429.82 feet to the point of beginning; thence continue along the same course 1487 feet to the North right of way line of the Calera to the Montevallo paved road; thence turn right 88 deg. 22 min. and run in a Westerly direction along the Northerly right of way a distance of 316.04 feet to the point of a curve in said road; thence following the curve in said road to the right, said curve having a radius of 9,833 feet and a central angle of 1 deg. 38 min. a distance of 280.31 feet to the point of tangency of said curve; thence continue in a Westerly direction along said tangent and along the Northerly right of way line of said road, a distance of 903.91 feet to the center line of a culvert projected to the intersection with the Northerly right of way line of said road; then turn right 90 deg. and running a distance of 1500 feet; thence turn right 90 deg. and running a distance of 1500 feet to the point of beginning.

TRACT II

The following property located in Shelby County, Alabama, and in the City of Helena:

Lot 10, Block 2, Mullins Eastside addition to Helena, Alabama, recorded in Map Book 4, Page 25, in the Office of the Judge of Probate of Shelby County, Alabama.

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EXHIBIT C

Part of the W 1/2 of the NE 1/4 and part of the E 1/2 of the NW 1/4 of Section 6, Township 24 North, Range 13 East and in Section 1, Township 24 North, Range 12 East, more particularly described as follows: Commence at the Northeast corner of said Section 6 and run West along the North line thereof, which is commonly called the Freeman Line 2,332.68 feet to a point which 309.3 feet East of the Northwest corner of the NE 1/4 of said Section 6; thence turn left 92 deg. 52 min. 30 sec. and run a distance of 429.82 feet to the point of beginning; thence continue along the same course 1487 feet to the North right of way line of the Calera to the Montevallo paved road; thence turn right 88 deg. 22 min. and run in a Westerly direction along the Northerly right of way a distance of 316.04 feet to the point of a curve in said road; thence following the curve in said road to the right, said curve having a radius of 9,833 feet and a central angle of 1 deg. 38 min. a distance of 280.31 feet to the point of tangency of said curve; thence continue in a Westerly direction along said tangent and along the Northerly right of way line of said road, a distance of 903.91 feet to the center line of a culvert projected to the intersection with the Northerly right of way line of said road; then turn right 90 deg. and running a distance of 1500 feet; thence turn right 90 deg. and running a distance of 1500 feet to the point of beginning.

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1984 NOV 14 PM 3:03

F. Thomas
JUDGE OF THE EASE

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