

STATE OF ALABAMA

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SHELBY COUNTY

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MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That whereas A D I FABRICATORS, INC., an Alabama corporation (the "Mortgagor"), has become justly indebted to FIRST ALABAMA BANK (the "Mortgagee"), in the principal sum of \$633,685, as evidenced by a Loan Agreement and a negotiable promissory note of even date herewith,

NOW, THEREFORE, in consideration of the premises and in order to secure the payment of said indebtedness and compliance with all the stipulations hereinafter contained, the said Mortgagor does hereby grant, bargain, sell and convey unto the said Mortgagee the following described real estate situated in Shelby County, State of Alabama, more particularly described on Exhibit "A" attached hereto, together with all rents and other revenues thereof and all rights, privileges, tenements, interests, improvements and appurtenances thereunto belonging or in any wise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by the Mortgagor in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric and other heating, lighting, ventilating, air conditioning, refrigerating and cooking apparatus, elevators, plumbing and other equipment and fixtures attached or appertaining to said premises, all of which (hereinafter designated as the Mortgaged Property) shall be deemed realty and conveyed by this Mortgage.

TO HAVE AND TO HOLD the same and every part thereof unto the Mortgagee, FIRST ALABAMA BANK and assigns forever.

And for the purpose of further securing the payment of said indebtedness the Mortgagor covenants and agrees as follows:

1. That the Mortgagor is lawfully seized in fee and possessed of said Mortgaged Property and has a right to convey the same as aforesaid, that the Mortgagor will warrant and forever defend the title thereto against and lawful claims of all persons whomsoever, and that said property is free and clear of all encumbrances.

2. That the Mortgagor will pay all taxes, assessments, or other liens taking priority over this mortgage when imposed legally upon said Mortgaged Property and should default be made in the payment of same, or any part thereof, said Mortgagee may pay the same.

3. That the Mortgagor will keep the buildings, if any, on said premises continuously insured in such amounts, in such manner and in such companies as may be satisfactory to the Mortgagee against loss by fire and such other hazards as Mortgagee may

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SHELBY COUNTY JUDGE OF PROBATE
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Inst # 1993-00068

specify, with loss, if any, payable to said Mortgagee, and will deposit with Mortgagee policies for such insurance and will pay the premium therefor as the same become due. If Mortgagor fails to keep said property insured as above specified, the Mortgagee may insure said property for its insurable value against loss by fire and other hazards for the benefit of the Mortgagee, the proceeds of such insurance, if collected, to be credited on the indebtedness secured by this Mortgage, less cost of collecting same, or to be used in repairing or reconstructing the premises as the Mortgagee may elect; all amounts so expended by said Mortgagee for insurance or for the payment of taxes, assessments or any other prior liens shall become a debt due said Mortgagee additional to the indebtedness herein described and at once payable without demand upon or notice to any person, and shall be secured by the lien of this mortgage and shall bear interest at the highest legal rate from date of payment by said Mortgagee and at the election of the Mortgagee and without notice to any person the Mortgagee may declare the entire indebtedness secured by this Mortgage due and payable and this mortgage subject to foreclosure and same may be foreclosed as hereinafter provided.

4. To take good care of the Mortgaged Property above described and not to commit or permit any waste thereon, and to keep the same repaired and at all times to maintain the same in as good condition as it now is, reasonable wear and tear alone excepted.

5. That no delay or failure of the Mortgagee to exercise any option to declare the maturity of any debt secured by this Mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present default on the part of the said Mortgagor, and that the procurement of insurance or payment of taxes by the Mortgagee shall not be taken or deemed as a waiver of the right to declare the maturity of the indebtedness hereby secured by reason of the failure of the Mortgagors to procure such insurance or to pay such taxes, it being agreed that no terms or conditions contained in this mortgage can be waived, altered, or changed except as evidenced in writing signed by the Mortgagor and by the Mortgagee.

6. That the Mortgagor will well and truly pay and discharge the indebtedness hereby secured as it shall become due and payable.

7. That after any default on the part of the Mortgagor, the Mortgagee shall, upon bill filed or other proper legal proceedings being commenced for the foreclosure of this mortgage, be entitled as a matter of right to the appointment by any competent court or tribunal without notice to any party, or a receiver or the rents, issues and profits of said premises, with power to lease and control the said premises and with such other powers as may be deemed necessary, and that a reasonable attorney's fee shall, among other expenses and costs, be fixed, allowed and paid out of such

rents, issues and profits or out of the proceeds of the sale of said Mortgaged Property.

8. That all the covenants and agreements of the Mortgagor herein contained shall extend to and bind the Mortgagor's heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to the Mortgagee shall inure to the benefit of the heirs, successors or assigns of the Mortgagee.

9. That the debt hereby secured shall at once become due and payable and this Mortgage subject to foreclosure as herein provided at the option of the holder hereof when and if any statement of lien is filed under the statutes of Alabama relating to the liens of mechanics and materialmen, without regard to the form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof, or of the lien on which such statement is based.

10. Zoning and Environmental Laws. Mortgagor covenants and warrants that all applicable zoning laws, ordinances and regulations affecting the Land permit the use and occupancy of the Improvements and further covenants and warrants to comply with all laws, ordinances and regulations affecting the Mortgaged Property.

11. Environmental Laws. Mortgagor will not use the Mortgaged Property in a manner which will result in the disposal or any other release of any Hazardous Materials (as hereinafter defined) on, under or otherwise affecting the Mortgaged Property. Mortgagor covenants and agrees to keep or cause the Mortgaged Property to be kept free of any Hazardous Materials or other contaminant. In response to the presence of any Hazardous Materials on, under or otherwise affecting the Mortgaged Property, Mortgagor shall immediately (after notifying the Mortgagee), at Mortgagor's sole expense, take all remedial action required by any applicable environmental laws or any judgment, consent decree, settlement or compromise with respect thereto.

12. Notice of Hazardous Materials.

(a) For the purposes of this Mortgage, hazardous materials ("Hazardous Materials") shall include but not be limited to substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 49 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; or any other federal, state or local laws pertaining to such matters, and the regulations adopted and publications promulgated pursuant to said laws, and Hazardous Materials shall also include all storage containers, tanks and tank

systems located on, under or otherwise affecting the Mortgaged Property, whether underground or otherwise.

(b) Mortgagor shall immediately notify Mortgagee in writing of: (i) the discovery of any hazardous materials on, under or about the Property; (ii) any knowledge by Mortgagor that the Mortgaged Property does not comply with any hazardous materials laws; (iii) any hazardous materials claims or hazardous conditions; and (iv) the discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Mortgaged Property that could cause the Mortgaged Property or any part thereof to be designated as "border zone property" under the provisions of any applicable environmental laws.

13. Indemnification.

(a) Mortgagor shall indemnify, reimburse, protect, defend and hold Mortgagee and its directors, officers, agents and employees harmless from and against any and all claims, causes of action, liabilities, losses, damages, injuries, expenses, charges, penalties or costs incurred by Mortgagee (including, without limitation, reasonable attorneys' fees, expert witness fees, and litigation expenses), of whatsoever character, nature and kind, whether groundless or not, whether to property or to person, and whether by direct or derivative action, known or unknown, suspected or unsuspected, latent or patent, existing or contingent (collectively, "Losses and Liabilities"), related directly or indirectly to, or arising out of or in connection with, (a) any breach or default of Mortgagor hereunder, which is not cured to Mortgagee's satisfaction within ten (10) days after written notice to Mortgagor as provided herein, (b) any of Mortgagor's activities on or with regard to the Mortgaged Property (or the activities of Mortgagor's agents, employees, representatives, independent contractors, licensees, guests, or invitees on or with regard to the Mortgaged Property), including without limitation, the use of the equipment or machinery on the Mortgaged Property, (c) any of Mortgagee's activities on or with regard to the Property, which may occur prior to Mortgagee's taking title to or possession of the Mortgaged Property, including any acts or allegations of negligence on the part of Mortgagee, (d) Mortgagor's actual or alleged breach of any brokerage or finder's contract or agreement, actual or alleged, connected in any way with the purchase, construction or financing of the Mortgaged Property or any portion thereof, and (e) any other fact, circumstance or event related to Mortgagor's performance or Mortgagee's rights hereunder, regardless of whether any such Losses and Liabilities arise from tort or contract.

(b) The Mortgagor shall indemnify, reimburse, protect, defend and hold harmless Mortgagee, its directors, officers, agents, and employees, and any successors to Mortgagee's interest in the chain of title to the Mortgaged Property, their directors, officers, agents, and employees, from and against any and all Losses and

Liabilities, including all foreseeable and all unforeseeable liabilities and consequential damages, relating to, or arising out of claims or allegations relating to, the presence, use, generation, storage, or disposal (whether actual or threatened), of Hazardous Materials by any person or entity on, in, under or otherwise affecting any portion of the Mortgaged Property, and including without limitation, the cost of any required or necessary repair, cleanup, or detoxification and the preparation of any closure or other required plans, whether such action is required or necessary prior to or following transfer of the Mortgaged Property or prior to or following transfer thereof to or from Mortgagee, to the full extent that such action is attributable, directly or indirectly, to the actual or alleged presence, use, generation, storage, release, or disposal (whether actual or threatened) of Hazardous Materials by any person or entity on, under or otherwise affecting the Mortgaged Property.

(c) The foregoing indemnity shall further apply to any residual contamination on or under the Mortgaged Property, or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, storage, transport or disposal of any such hazardous materials, and irrespective of whether any of such activities were or will be undertaken in accordance with applicable laws, regulations, codes and ordinances.

14. Plural or singular words used herein to designate the undersigned Mortgagor shall be construed to refer to the maker or makers of this mortgage, whether one or more persons or a corporation.

UPON CONDITION, HOWEVER, that if the Mortgagor shall well and truly pay and discharge the indebtedness hereby secured as it shall become due and payable and shall in all things do and perform all acts and agreements by them herein agreed to be done according to the tenor and effect hereof, than and in that event only this conveyance shall be and become null and void; but should default be made in the payment of the indebtedness hereby secured or any renewals or extensions thereof or any part thereof or should any interest thereon remain unpaid at maturity, or should default be made in the repayment of any sum expended by said Mortgagee under the authority of any of the provisions of this Mortgage or should the interest of said Mortgagee in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon so as to endanger the debt hereby secured, or should any law, either federal or state, be passed imposing or authorizing the imposition of a specific tax upon this Mortgage or the debt hereby secured, or permitting or authorizing the deduction of any such tax from the principal or interest secured by this Mortgage or should at any time any of any tax or assessment upon the mortgaged premises shall be charged against the owner of this Mortgage or should at any time any of the stipulations contained in this

mortgage be declared invalid or inoperative by any court or competent jurisdiction or should the Mortgagor fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any portion or part of same may not as said date have been paid, with interest thereon, shall at once become due and payable and this Mortgage subject to foreclosure at the option of the Mortgagee, notice of the exercise of such option being hereby expressly waived; and the Mortgagee shall have the right to enter upon and take possession of the property hereby conveyed and after or without taking such possession to sell the same before the County Court House door in Shelby County, Alabama at public outcry for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published or regularly distributed in Columbiana, Alabama, and upon the payment of the purchase money the Mortgagee, or owner of the debt and mortgage, or auctioneer, shall execute to the purchaser for and in the name of the Mortgagor a good and sufficient deed to the property sold; the Mortgagee shall apply the proceeds of said sale; first, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes and other encumbrances, with interest thereon; third, to the payment in full of the principal indebtedness and interest thereon, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the date of sale; and fourth, the balance, if any, to be paid over to the said Mortgagor or to whomsoever then appears of record to be the owner of said property. The Mortgagee may bid and become the purchaser of the Mortgaged Property at any foreclosure sale thereunder.

IN WITNESS WHEREOF, the undersigned has caused this mortgage to be executed under seal by its duly authorized officer this the 30th day of December, 1992.

A D I FABRICATORS, INC.

S E A L

By:


Its President

SEAL

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Samuel Oliver Howell, whose name as president of A D I FABRICATORS, INC. is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same as the act of the said corporation.

Given under my hand and official seal, this 30th day of December, 1992.

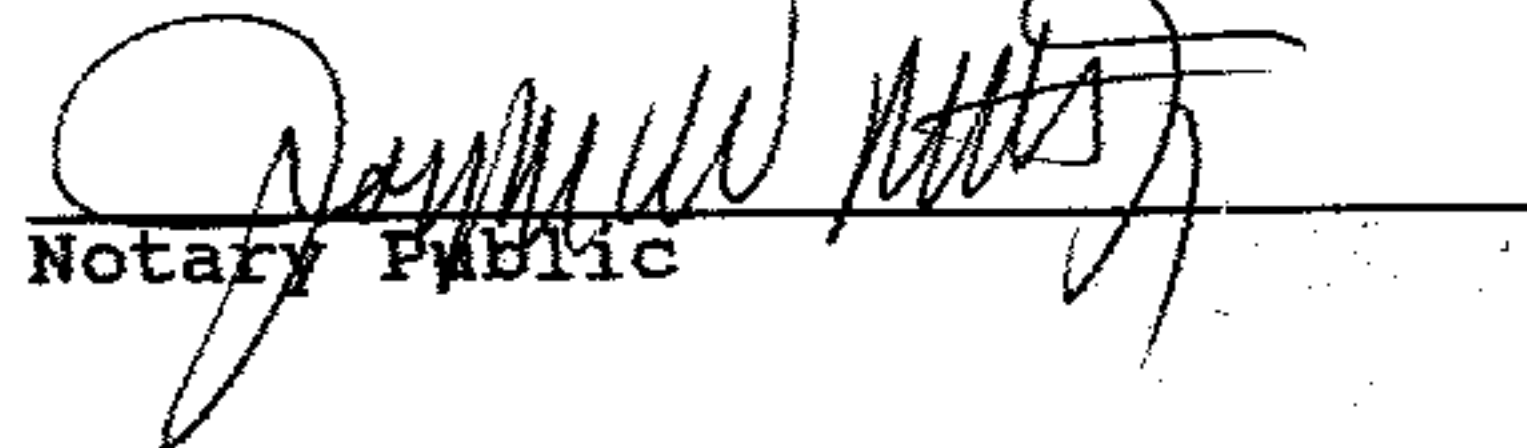

Notary Public

Exhibit "A"

A parcel of real estate situated in Shelby County, Alabama, more particularly described as follows:

Beginning at the Southwest corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 1, Township 20 South, Range 3 West, Pelham, Shelby County, Alabama and run thence Northerly along the West line of said Quarter-Quarter Section a distance of 523.48 feet to a point; thence turn a deflection angle of 122°49'27" to the right and run Southeasterly a distance of 221.18 feet to a point; thence turn a deflection angle of 95°19'48" to the left and run Northeasterly a distance of 309.94 feet to a point on the Southerly margin of Belcher Drive; thence turn a deflection angle of 89°53'10" to the right and run Southeasterly along said margin of said Street a distance of 200.00 feet to a point; thence turn a deflection angle of 90°00'00" to the right and run Southwesterly a distance of 1,101.45 feet to a point; thence turn a deflection angle of 152°37'11" to the right and run Northerly along the West line of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 1 a distance of 391.52 feet to the point of beginning.

Inst # 1993-00068

01/04/1993-00068
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