

STATE OF ALABAMA    )  
                                  )  
SHELBY COUNTY        )

Inst # 2002-00004

**THIS INSTRUMENT SECURES DEBT IN THE  
MAXIMUM PRINCIPAL AMOUNT OF \$5,000,000  
PER THE PROVISIONS OF SECTION 4.12 OF THIS MORTGAGE**

**REAL PROPERTY MORTGAGE**

THIS REAL PROPERTY MORTGAGE ("**Mortgage**"), made as of December 20, 2001, is made and executed by PEAK LIME, INC., a Delaware corporation, having its principal offices at 8039 Highway 25, Calera, Alabama 35090 ("**Mortgagor**"), in favor of LaSalle Business Credit, Inc., having an office at 135 South LaSalle Street, Chicago, Illinois 60603 ("**Lender**").

**RECITALS**

I. Lender has agreed to make loans to Mortgagor and extend other financial accommodations to Mortgagor in an aggregate principal amount of up to \$10,000,000.00 (collectively, the "**Loans**"). The Loans consist of revolving loans and term loans, including a term loan (the "**Term Loan**") in the original principal sum of \$8,000,000.00. Certain repayment obligations of Mortgagor with respect to the Term Loan are evidenced by Mortgagor's Demand Term Note dated December 20, 2001, in the principal amount of \$8,000,000.00 (said note, with all allonges, amendments, supplements, modifications and replacements thereof, being sometimes referred to in this Mortgage as the "**Note**"). The terms of the Loans are governed by a certain Loan and Security Agreement, dated of even date herewith (said Loan and Security Agreement, together with all amendments, supplements, modifications and replacements thereof, being referred to in this Mortgage as the "**Loan Agreement**"), by and between Mortgagor and Lender. The terms and provisions of the Note and the Loan Agreement are hereby incorporated by reference in this Mortgage. Capitalized terms not otherwise defined in this Mortgage shall have the meaning ascribed to them in the Loan Agreement.

**GRANTING CLAUSES**

To secure (i) the payment of the indebtedness evidenced by the Note and (ii) the payment of all amounts due under and the performance and observance of all covenants and conditions contained in this Mortgage, the Note, any and all other mortgages, security agreements, assignments of leases and rents, guaranties, letters of credit and any other documents and instruments now or hereafter executed by Mortgagor or any party related thereto or affiliated therewith to evidence, secure or guarantee the payment of all or any portion of the indebtedness under the Note and any and all renewals, extensions, amendments and replacements of this Mortgage, the Note and any such other documents and instruments (the Note, the Loan Agreement, this Mortgage, such other mortgages, security agreements,

assignments of leases and rents, guaranties, letters of credit, and any other documents and instruments now or hereafter executed and delivered in connection with the Loans, and any and all amendments, renewals, extensions and replacements hereof and thereof, being sometimes referred to collectively as the "**Loan Instruments**" and individually as a "**Loan Instrument**"), whether now existing or hereafter created, absolute or contingent, direct or indirect, liquidated or unliquidated, or otherwise (all indebtedness and liabilities secured hereby being hereinafter sometimes referred to as "**Borrower's Liabilities**") Mortgagor does hereby grant, bargain, sell, assign, and convey unto Lender the following described property subject to the terms and conditions herein:

(A) The land located in Shelby County, Alabama legally described in attached **Exhibit A** (the "**Land**");

(B) All the buildings, structures, improvements and fixtures of every kind or nature now or hereafter situated on the Land and all machinery, appliances, equipment, furniture and all other personal property of every kind or nature which constitute fixtures with respect to the Land, together with all extensions, additions, improvements, substitutions and replacements of the foregoing ("**Improvements**");

(C) All easements, tenements, rights-of-way, vaults, gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights and powers and appurtenances in any way belonging, relating or appertaining to any of the Land or Improvements, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired ("**Appurtenances**");

(D) (i) All judgments, insurance proceeds, awards of damages and settlements which may result from any damage to all or any portion of the Land, Improvements or Appurtenances or any part thereof or to any rights appurtenant thereto;

(ii) All compensation, awards, damages, claims, rights of action and proceeds of or on account of (a) any damage or taking, pursuant to the power of eminent domain, of the Land, Improvements or Appurtenances or any part thereof, (b) damage to all or any portion of the Land, Improvements or Appurtenances by reason of the taking, pursuant to the power of eminent domain, of all or any portion of the Land, Improvements, Appurtenances or of other property, or (c) the alteration of the grade of any street or highway on or about the Land, Improvements, Appurtenances or any part thereof; and, except as otherwise provided herein, Lender is hereby authorized to collect and receive said awards and proceeds and to give proper receipts and acquittances therefor and, except as otherwise provided herein, to apply the same toward the payment of the indebtedness and other sums secured hereby; and

(iii) All proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Land, Improvements or Appurtenances;

(E) All rents, issues, profits, income and other benefits now or hereafter arising from or in respect of the Land, Improvements or Appurtenances (the "**Rents**"); it being intended that this Granting Clause shall constitute an absolute and present assignment of the Rents, subject, however, to the revocable license given to Mortgagor to collect and use the Rents as provided in this Mortgage;

(F) Any and all leases, licenses and other occupancy agreements now or hereafter affecting the Land, Improvements or Appurtenances, together with all security therefor and guaranties thereof and all monies payable thereunder, and all books and records owned by Mortgagor which contain evidence of payments made under leases and all security given therefor (collectively, the "**Leases**"), subject, however, to the revocable license given in this Mortgage to Mortgagor to collect the Rents arising under the Leases as provided in this Mortgage;

(G) Any and all after-acquired right, title or interest of Mortgagor in and to any of the property described in the preceding Granting Clauses; and

(H) The proceeds from the sale, transfer, pledge or other disposition of any or all of the property described in the preceding Granting Clauses;

All of the mortgaged property described in the Granting Clauses, together with all real and personal, tangible and intangible property pledged in, or to which a security interest attaches pursuant to, any of the Loan Instruments is sometimes referred to collectively as the "**Mortgaged Property**." The Rents and Leases are pledged on a parity with the Land and Improvements and not secondarily.

TO HAVE AND TO HOLD the Mortgaged Property, together with all the rights, privileges and appurtenances thereunto belonging unto Lender, its successors and assigns, forever.

## **ARTICLE ONE COVENANTS OF MORTGAGOR**

Mortgagor covenants and agrees with Lender as follows:

**1.1. Performance under Note, Mortgage and Other Loan Instruments.** Mortgagor shall perform, observe and comply with or cause to be performed, observed and complied with in a complete and timely manner all provisions hereof, of the Loan Agreement and of the Note, every other Loan Instrument and every instrument evidencing or securing Borrower's Liabilities.

**1.2. General Covenants and Representations.** Mortgagor covenants, represents and warrants that as of the date hereof and at all times thereafter during the term hereof: (a) Mortgagor has good and absolute title to all of the Mortgaged Property free and clear of all liens, security interests, charges and encumbrances whatsoever except for Permitted Liens (defined in the Loan Agreement); (b) Mortgagor has good right, full power and lawful

authority to mortgage and pledge the Mortgaged Property as provided herein; (c) upon the occurrence of an Event of Default (hereinafter defined), Lender may at all times peaceably and quietly enter upon, hold, occupy and enjoy the Mortgaged Property in accordance with the terms hereof; and (d) Mortgagor will maintain and preserve the lien of this Mortgage as a first and paramount lien on the Mortgaged Property subject only to the Permitted Encumbrances until Borrower's Liabilities have been paid in full.

**1.3. Compliance with Laws and Other Restrictions.** Mortgagor covenants and represents that the Land and the Improvements and the use thereof presently comply in all material respects with, and will during the full term of this Mortgage continue to comply, in all material respects, with, all applicable restrictive covenants, zoning and subdivision ordinances and building codes, licenses, health and environmental laws and regulations and all other applicable laws, ordinances, rules and regulations.

**1.4. Taxes and Other Charges.**

**1.4.1. Taxes and Assessments.** Mortgagor shall pay promptly when due all taxes, assessments, rates, dues, charges, fees, levies, fines, impositions, liabilities, obligations, liens and encumbrances of every kind and nature whatsoever now or hereafter imposed, levied or assessed upon or against the Mortgaged Property or any part thereof, or upon or against this Mortgage or Borrower's Liabilities or upon or against the interest of Lender in the Mortgaged Property, as well as all taxes, assessments and other governmental charges levied and imposed by the United States of America or any state, county, municipality or other taxing authority upon or in respect of the Mortgaged Property or any part thereof; provided, however, that Mortgagor may in good faith contest the validity, applicability or amount of any asserted tax, assessment or other charge in accordance with the provisions set forth in the Loan Agreement regarding the contest of taxes. Upon Lender's request, Mortgagor will promptly file, if it has not theretofore filed, such petition, application or other instrument as is necessary to cause the Land and Improvements to be taxed as a separate parcel or parcels which include no property not a part of the Mortgaged Property.

**1.4.2. Taxes Affecting Lender's Interest.** If any state, federal, municipal or other governmental law, order, rule or regulation, which becomes effective subsequent to the date hereof, in any manner changes or modifies existing laws governing the taxation of mortgages or debts secured by mortgages, or the manner of collecting taxes, so as to impose on Lender a tax by reason of its ownership of any or all of the Loan Instruments or measured by the principal amount of the Note, requires or has the practical effect of requiring Lender to pay any portion of the real estate taxes levied in respect of the Mortgaged Property to pay any tax levied in whole or in part in substitution for real estate taxes or otherwise affects materially and adversely the rights of Lender in respect of the Note, this Mortgage or the other Loan Instruments, Borrower's Liabilities and all interest accrued thereon shall, upon thirty (30) days' notice, become due and payable forthwith at the option of Lender, whether or not there shall have occurred an Event of Default, provided, however, that, if Mortgagor may,

without violating or causing a violation of such law, order, rule or regulation, pay such taxes or other sums as are necessary to eliminate such adverse effect upon the rights of Lender and does pay such taxes or other sums when due, Lender may not elect to declare due Borrower's Liabilities by reason of the provisions of this Section 1.4.2.

**1.4.3. Tax Escrow.** If directed by Lender in writing after the occurrence of an Event of Default, but without limiting any rights or remedies otherwise available to Lender, Mortgagor shall, in order to secure the performance and discharge of Mortgagor's obligations under this Section 1.4, but not in lieu of such obligations, deposit with Lender on the first day of each calendar month throughout the term of the Loans, deposits, in amounts set by Lender from time to time by written notice to Mortgagor, in order to accumulate funds sufficient to permit Lender to pay all annual ad valorem taxes, assessments and charges of the nature described in Section 1.4.1 at least thirty (30) days prior to the date or dates on which they shall become delinquent. The taxes, assessments and charges for purposes of this Section 1.4.3 shall, if Lender so elects, include, without limitation, water and sewer rents. Mortgagor shall procure and deliver to Lender when issued all statements or bills for such obligations. Upon demand by Lender, Mortgagor shall deliver to Lender such additional monies as are required to satisfy any deficiencies in the amounts necessary to enable Lender to pay such taxes, assessments and similar charges thirty (30) days prior to the date they become delinquent. Lender shall pay such taxes, assessments and other charges as they become due to the extent of the funds on deposit with Lender from time to time and provided Mortgagor has delivered to Lender the statements or bills therefor. In making any such payments, Lender shall be entitled to rely on any bill issued in respect of any such taxes, assessments or charges without inquiry into the validity, propriety or amount thereof and whether delivered to Lender by Mortgagor or otherwise obtained by Lender. Any deposits received pursuant to this Section 1.4.3 shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Lender and Lender shall have no obligation to pay interest on amounts deposited with Lender pursuant to this Section 1.4.3. If any Event of Default occurs, any part or all of the amounts then on deposit or thereafter deposited with Lender under this Section 1.4.3 may at Lender's option be applied to payment of Borrower's Liabilities in such order as Lender may determine.

**1.4.4. No Credit Against the Indebtedness Secured Hereby.** Mortgagor shall not claim, demand or be entitled to receive any credit against the principal or interest payable under the terms of the Note or the Loan Agreement or on any of Borrower's Liabilities for any of the taxes, assessments or similar impositions assessed against the Mortgaged Property or any part thereof or that are applicable to Borrower's Liabilities or to Lender's interest in the Mortgaged Property.

**1.5. Mechanic's and Other Liens.** Mortgagor shall not permit or suffer any mechanic's, laborer's, materialman's, statutory or other lien or encumbrances (other than Permitted Liens,) to be created upon or against the Mortgaged Property, provided, however, that Mortgagor may in good faith, by appropriate proceeding, contest the validity, applicability or amount of any asserted lien in accordance with the applicable provisions of the Loan

Agreement. Mortgagor shall pay the disputed amount and all interest and penalties due in respect thereof on or before the date any adjudication of the validity or amount thereof becomes final and, in any event, no less than thirty (30) days prior to any foreclosure sale of the Mortgaged Property or the exercise of any other remedy by such claimant against the Mortgaged Property.

**1.6. Insurance and Condemnation.**

**1.6.1. Hazard Insurance.** Mortgagor shall, at its sole expense, obtain for, deliver to, assign to and maintain for the benefit of Lender, until Borrower's Liabilities are paid in full, policies of hazard insurance in an amount which shall be not less than 100% of the full insurable replacement cost of the Mortgaged Property (other than the Land) insuring, on a replacement cost basis, the Mortgaged Property against loss or damage on a "special cause of loss" form, such insurable hazards, casualties and contingencies as are included therein and otherwise as Lender may require, including without limitation fire, windstorm, rainstorm, vandalism, earthquake and, if all or any part of the Mortgaged Property shall at any time be located within an area identified by the government of the United States or any agency thereof as having special flood hazards and for which flood insurance is available, flood. Mortgagor shall pay promptly when due any premiums on such insurance policies and on any renewals thereof. The form of such policies and the companies issuing them shall be acceptable to Lender. If any such policy shall contain a co-insurance clause it shall also contain an agreed amount or stipulated value endorsement. All such policies and renewals thereof shall be held by Lender and shall contain a "Lender's loss payable" clause making losses payable to Lender. Losses shall not be payable to any other party without Lender's prior written consent. In the event of loss, Mortgagor will give immediate written notice to Lender and Lender may make proof of loss if not made promptly by Mortgagor (for which purpose Mortgagor hereby irrevocably appoints Lender as its attorney-in-fact). In the event of the foreclosure of this Mortgage or any other transfer of title to the Mortgaged Property in full or partial satisfaction of Borrower's Liabilities, all right, title and interest of Mortgagor in and to all insurance policies and renewals thereof then in force shall pass to the purchaser or grantee. All such policies shall provide that they shall not be modified, canceled or terminated without at least thirty (30) days' prior written notice to Lender from the insurer.

**1.6.2. Other Insurance.** Mortgagor shall, at its sole expense, obtain for, deliver to, assign to and maintain for the benefit of, Lender, until Borrower's Liabilities are paid in full, such other policies of insurance as may be required by the terms of the Loan Agreement.

**1.6.3. Adjustment of Loss.** Except as permitted by the Loan Agreement, Lender is hereby authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies covering the Mortgaged Property and to collect and receive the proceeds from any such policy or policies (which proceeds shall be disposed of in the manner provided in Section 1.6.5). Mortgagor hereby

irrevocably appoints Lender as its attorney-in-fact for the purposes set forth in the preceding sentence. Each insurance company is hereby authorized and directed to make payment of 100% of all such losses directly to Lender alone. After deducting from such insurance proceeds any expenses incurred by Lender in the collection and settlement thereof, including without limitation attorneys' and adjusters' fees and charges, Lender shall apply the net proceeds as provided in Section 1.6.5.

**1.6.4. Condemnation Awards.** Lender shall be entitled to all compensation, awards, damages, claims, rights of action and proceeds of, or on account of, (i) any damage or taking, pursuant to the power of eminent domain, of the Mortgaged Property or any part thereof, (ii) damage to the Mortgaged Property by reason of the taking, pursuant to the power of eminent domain, of other property, or (iii) the alteration of the grade of any street or highway on or about the Mortgaged Property. Lender is hereby authorized, at its option, to commence, appear in and prosecute in its own or Mortgagor's name any action or proceeding relating to any such compensation, awards, damages, claims, rights of action and proceeds and to settle or compromise any claim in connection therewith. Mortgagor hereby irrevocably appoints Lender as its attorney-in-fact for the purposes set forth in the preceding sentence. Lender after deducting from such compensation, awards, damages, claims, rights of action and proceeds all its expenses, including attorneys' fees, may apply such net proceeds (except as otherwise provided in Section 1.6.5 of this Mortgage) to payment of Borrower's Liabilities in such order and manner as Lender may elect. Mortgagor agrees to execute such further assignments of any compensation awards, damages, claims, rights of action and proceeds as Lender may require.

**1.6.5. Repair; Proceeds of Casualty Insurance and Eminent Domain.** If all or any part of the Mortgaged Property shall be damaged or destroyed by fire or other casualty or shall be damaged or taken through the exercise of the power of eminent domain or other cause described in Section 1.6.4, Mortgagor shall promptly and with all due diligence restore and repair the Mortgaged Property whether or not the proceeds, award or other compensation are sufficient to pay the cost of such restoration or repair. Unless the Loan Agreement expressly provides that such proceeds, award or other compensation shall be used for another purpose, the entire amount of such proceeds, award or compensation shall be applied to Borrower's Liabilities in such order and manner as Lender may elect. To the extent expressly provided by the Loan Agreement, such proceeds, award or other compensation shall be made available to Mortgagor, on such terms and conditions as Lender may impose, for the purpose of financing the cost of restoration or repair with any excess to be applied to Borrower's Liabilities. Notwithstanding any other provision of this Section 1.6.5, if an Event of Default shall be existing at the time of such casualty, taking or other event or if an Event of Default occurs thereafter, Lender shall have the right to immediately apply all insurance proceeds, awards or compensation to the payment of Borrower's Liabilities in such order and manner as Lender may determine.

**1.6.6. Renewal of Policies.** At least thirty (30) days prior to the expiration date of any policy evidencing insurance required under this Section 1.6, a renewal thereof satisfactory to Lender shall be delivered to Lender or substitution therefor, together with receipts or other evidence of the payment of any premiums then due on such renewal policy or substitute policy.

**1.6.7. Insurance Escrow.** If directed by Lender in writing after the occurrence of an Event of Default, but without limiting any rights or remedies otherwise available to Lender, Mortgagor shall, in order to secure the performance and discharge of Mortgagor's obligations under this Section 1.6, but not in lieu of such obligations, deposit with Lender on the first day of each calendar month throughout the term of the Loans, a sum in an amount determined by Lender from time to time by written notice to Mortgagor, in order to accumulate funds sufficient to permit Lender to pay all premiums payable in connection with the insurance required hereunder at least thirty (30) days prior to the date or dates on which they shall become due. Upon demand by Lender, Mortgagor shall deliver to Lender such additional monies as are required to satisfy any deficiencies in the amounts necessary to enable Lender to pay such premiums thirty (30) days prior to the date they shall become due.

**1.7. Non-Impairment of Lender's Rights.** Nothing contained in this Mortgage shall be deemed to limit or otherwise affect any right or remedy of Lender under any provision of this Mortgage or of any statute or rule of law to pay and, upon Mortgagor's failure to pay the same, Lender may pay any amount required to be paid by Mortgagor under Sections 1.4, 1.5 and 1.6. Mortgagor shall pay to Lender on demand the amount so paid by Lender together with interest at the rate payable under the Loan Agreement after an "Event of Default" as such term is defined in the Loan Agreement (the "**Default Rate**") and the amount so paid by Lender together with interest, shall be added to Borrower's Liabilities.

**1.8. Care of the Mortgaged Property.**

(a) Mortgagor shall preserve and maintain the Mortgaged Property in good and first class condition and repair. Mortgagor shall not, without the prior written consent of Lender, permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property or of any part thereof.

(b) Except as otherwise provided in the Loan Agreement or this Mortgage, no new improvements shall be constructed on the Mortgaged Property and no part of the Mortgaged Property shall be removed, demolished or altered in any material manner without the prior written consent of Lender.

**1.9. Transfer or Encumbrance of the Mortgaged Property.** Except as permitted by the Loan Agreement, Mortgagor shall not permit or suffer to occur any sale, assignment, conveyance, transfer, mortgage, lease (other than Leases made in accordance with the provisions of this Mortgage) or encumbrance of, or any contract for any of the foregoing on an installment basis or otherwise pertaining to, the Mortgaged Property, any part thereof, any

interest therein, the beneficial interest in Mortgagor, any interest in the beneficial interest in Mortgagor or in any trust holding title to the Mortgaged Property, or any interest in a corporation, partnership or other entity which owns all or part of the Mortgaged Property or such beneficial interest, whether by operation of law or otherwise, without the prior written consent of Lender having been obtained.

**1.10. Further Assurances.** At any time and from time to time, upon Lender's request, Mortgagor shall make, execute and deliver, or cause to be made, executed and delivered, to Lender, and where appropriate shall cause to be recorded, registered or filed, and from time to time thereafter to be re-recorded, re-registered and refiled at such time and in such offices and places as shall be deemed desirable by Lender, any and all such further mortgages, security agreements, financing statements, instruments of further assurance, certificates and other documents as Lender may consider necessary or desirable in order to effectuate or perfect, or to continue and preserve the obligations under, this Mortgage.

**1.11. Assignment of Rents.** The assignment of rents, income and other benefits contained in Section (E) of the Granting Clauses of this Mortgage shall be fully operative without any further action on the part of either party, and, specifically, Lender shall be entitled, at its option, upon the occurrence of an Event of Default hereunder, to all rents, income and other benefits from the Mortgaged Property, whether or not Lender takes possession of such property. Such assignment and grant shall continue in effect until Borrower's Liabilities are paid in full, the execution of this Mortgage constituting and evidencing the irrevocable consent of Mortgagor to the entry upon and taking possession of the Mortgaged Property by Lender pursuant to such grant, whether or not foreclosure proceedings have been instituted. Notwithstanding the foregoing, so long as no Event of Default has occurred or is continuing, Mortgagor shall have a revocable license to continue to collect the rents, income and other benefits from the Mortgaged Property as they become due and payable but not more than thirty (30) days prior to the due date thereof.

**1.12. After-Acquired Property.** To the extent permitted by, and subject to, applicable law, the lien of this Mortgage shall automatically attach, without further act, to all property hereafter acquired by Mortgagor located in or on, or attached to, or used or intended to be used in connection with, or with the operation of, the Mortgaged Property or any part thereof.

**1.13. Leases Affecting Mortgaged Property.** Mortgagor shall comply with and perform in a complete and timely manner all of its obligations as landlord under all Leases affecting the Mortgaged Property or any part thereof. The assignment contained in Section (E) of the Granting Clauses shall not be deemed to impose upon Lender any of the obligations or duties of the landlord or Mortgagor provided in any lease.

**1.14. Management of Mortgaged Property.** Mortgagor shall cause the Mortgaged Property to be managed at all times in accordance with sound business practice.

1.15. **Execution of Leases.** Mortgagor shall not permit any Leases to be made of the Mortgaged Property, or to be modified, terminated, extended or renewed, without the prior written consent of Lender.

1.16. **Expenses.** Without limitation of any obligation of Mortgagor set forth in the Loan Agreement, Mortgagor shall pay when due and payable, and otherwise on demand made by Lender, all appraisal fees, recording fees, taxes, brokerage fees and commissions, abstract fees, title insurance fees, escrow fees, attorneys' fees, court costs, documentary and expert evidence, fees of inspecting architects and engineers, and all other costs and expenses of every character which have been incurred or which may hereafter be incurred by Lender in connection with this Mortgage or the administration and enforcement of any term or provision of this Mortgage. If Mortgagor fails to pay said costs and expenses as above provided, Lender may elect, but shall not be obligated, to pay the costs and expenses described in this Section 1.16, and if Lender does so elect, then Mortgagor will, upon demand by Lender, reimburse Lender for all such expenses which have been or shall be paid or incurred by it. The amounts paid by Lender shall bear interest at the Default Rate and such amounts, together with interest, shall be added to Borrower's Liabilities, shall be immediately due and payable and shall be secured by the lien of this Mortgage and the other Loan Instruments. In the event of foreclosure hereof, Lender shall be entitled to add to the indebtedness found to be due by the court a reasonable estimate of such expenses to be incurred after entry of the decree of foreclosure.

To the extent permitted by law, Mortgagor agrees to hold harmless Lender against and from, and reimburse it for, all claims, demands, liabilities, losses, damages, judgments, penalties, costs and expenses, including without limitation attorneys' fees, which may be imposed upon, asserted against, or incurred or paid by it by reason of or in connection with any bodily injury or death or property damage occurring in or upon or in the vicinity of the Mortgaged Property through any cause whatsoever, or asserted against it on account of any act performed or omitted to be performed hereunder, or on account of any transaction arising out of or in any way connected with the Mortgaged Property, this Mortgage, the other Loan Instruments, any of the indebtedness evidenced by the Note or any of Borrower's Liabilities.

1.17. **Lender's Performance of Mortgagor's Obligations.** If Mortgagor fails, after notice and expiration of any applicable grace or cure period, to pay any tax, assessment, encumbrance or other imposition, or to furnish insurance hereunder, or to perform any other covenant, condition or term in this Mortgage, the Note, the Loan Agreement or any other Loan Instrument, Lender may, but shall not be obligated to, pay, obtain or perform the same. All payments made, whether such payments are regular or accelerated payments, and costs and expenses incurred or paid by Lender in connection therewith shall be due and payable immediately. The amounts so incurred or paid by Lender shall bear interest at the Default Rate and such amounts, together with interest, shall be added to Borrower's Liabilities and secured by the lien of this Mortgage and the other Loan Instruments. Lender is hereby empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any covenant, condition or term that Mortgagor has failed to perform or observe, without thereby becoming liable to Mortgagor or any person in

possession holding under Mortgagor. Performance or payment by Lender of any obligation of Mortgagor shall not relieve Mortgagor of such obligation or of the consequences of having failed to perform or pay the same and shall not effect the cure of any Event of Default.

1.18. **Payment of Superior Liens.** To the extent that Lender, after the date hereof, pays any sum due under any provision of law or instrument or document creating any lien superior or equal in priority in whole or in part to the lien of this Mortgage, Lender shall have and be entitled to a lien on the premises equal in parity with that discharged, and Lender shall be subrogated to and receive and enjoy all rights and liens possessed, held or enjoyed by, the holder of such lien, which shall remain in existence and benefit Lender to secure the Note, the Loan Agreement and all obligations and liabilities secured hereby. Lender shall be subrogated, notwithstanding their release of record, to mortgages, trust deeds, superior titles, vendors' liens, mechanics' and materialmen's liens, charges, encumbrances, rights and equities on the Mortgaged Property to the extent that any obligation under any thereof is paid or discharged with proceeds of disbursements or advances under the Note or other indebtedness secured hereby.

1.19. **Use of the Mortgaged Property.** Without the prior written consent of Lender, such consent not to be unreasonably withheld, Mortgagor shall not suffer or permit the Mortgaged Property, or any portion thereof, to be used for any purpose other than for the purposes for which it is currently being used and, without limitation of the foregoing, Mortgagor shall not use or permit the use of the Mortgaged Property or any portion thereof for any unlawful purpose.

## **ARTICLE TWO DEFEASANCE AND DEFAULTS**

2.1. **Defeasance.** This Mortgage is made upon the condition that if (i) all of Borrower's Liabilities are paid in full, and (ii) Mortgagor reimburses Lender for any amounts it has paid in respect of liens, impositions, prior mortgages, insurance premiums, repairing or maintaining the Mortgaged Property, performing the Mortgagor's obligations under any lease related to the Land or Improvements, performing Mortgagor's obligations with respect to environmental matters, and any other advancements hereunder, and interest thereon, and (iii) Mortgagor fulfills all of the Mortgagor's other obligations under this Mortgage, and (iv) all obligations of Lender under the Loan Agreement have been terminated and there is in existence no contingent liability of Mortgagor that is secured by this Mortgage, and (v) any other conditions set forth in Section 4.9 of this Mortgage are fulfilled, this conveyance shall be null and void upon the filing by Lender of the written instrument of termination described in said Section 4.9.

2.2. **Event of Default.** The term "**Event of Default**," wherever used in this Mortgage, shall mean any one or more of the following events:

(a) The failure by Mortgagor: (i) to pay or deposit when due any deposit for taxes and assessments due hereunder or any other sums to be paid by

Mortgagor hereunder; or (ii) to keep, perform, or observe any covenant, condition or agreement contained in Sections 1.4.1, 1.6.1, 1.6.2 or 1.9 hereof; or (iii) to keep, perform or observe any other covenant, condition or agreement on the part of Mortgagor in this Mortgage.

(b) The occurrence of an "Event of Default" under and as defined in the Loan Agreement or any of the other Loan Instruments.

(c) The untruth of any warranty or representation made herein.

(d) An uninsured loss, damage, destruction of any part of the Mortgaged Property.

### **ARTICLE THREE REMEDIES**

3.1. **Acceleration of Maturity.** If an Event of Default shall have occurred, Lender may declare Borrower's Liabilities to be immediately due and payable, and upon such declaration Borrower's Liabilities shall immediately become and be due and payable without further demand or notice.

3.2. **Possession and Operation of Mortgaged Property.** If an Event of Default exists, in addition to all other rights herein conferred on Lender, Lender (or any person designated by Lender) may, but will not be obligated to, (a) enter upon the Mortgaged Property and take possession of any or all of the Mortgaged Property without being guilty of trespass or conversion, exclude Mortgagor therefrom, and hold, use, administer, manage and operate the same to the extent that Mortgagor could do so, without any liability to Mortgagor resulting therefrom; (b) collect, receive and receipt for all proceeds accruing from the operation and management of the Mortgaged Property; (c) make repairs and purchase needed additional property; (d) insure or reinsure the Mortgaged Property; (e) maintain and restore the Mortgaged Property; (f) prepare the Mortgaged Property for resale, lease or other disposition; (g) have furnished to the Mortgaged Property utilities and other materials and services used on or in connection with the Mortgaged Property; and (h) exercise every power, right and privilege of Mortgagor with respect to the Mortgaged Property.

3.3. **Judicial Proceedings; Right to Receiver.** If an Event of Default exists, Lender, in lieu of or in addition to exercising the power of sale hereinafter given, may proceed by suit to foreclose its lien on the Mortgaged Property, to sue Mortgagor for damages on account of said default, for specific performance of any provision contained herein, or to enforce any other appropriate legal or equitable right or remedy. Lender shall be entitled, as a matter of right (upon bill filed or other proper legal proceedings being commenced for the foreclosure of this Mortgage, to the extent required by law), to the appointment by any competent court or tribunal, without notice to Mortgagor or any other party, of a receiver of the rents, issues, profits and revenues of the Mortgaged Property, with

power to lease and control the Mortgaged Property and with such other powers as may be deemed necessary.

**3.4. Power of Sale.** If an Event of Default exists, this Mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages, and Lender shall be authorized, at its option, whether or not possession of the Mortgaged Property is taken, to sell the Mortgaged Property (or such part or parts thereof as Lender may from time to time elect to sell) under the power of sale which is hereby given to Lender, at public outcry, to the highest bidder for cash, at the front or main door of the courthouse of the county in which the Land to be sold, or a substantial and material part thereof, is located, after first giving notice by publication once a week for three successive weeks of the time, place and terms of such sale, together with a description of the Mortgaged Property to be sold, by publication in some newspaper published in the county or counties in which the Land to be sold is located. If there is Land to be sold in more than one county, publication shall be made in all counties where the Land to be sold is located, but if no newspaper is published in any such county, the notice shall be published in a newspaper published in an adjoining county for three successive weeks. The sale shall be held between the hours of 11:00 a.m. and 4:00 p.m. on the day designated for the exercise of the power of sale hereunder. Lender may bid at any sale held under this Mortgage and may purchase the Mortgaged Property, or any part thereof, if the highest bidder therefor. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. At any sale all or any part of the Mortgaged Property, real, personal or mixed, may be offered for sale in parcels or en masse for one total price, and the proceeds of any such sale en masse shall be accounted for in one account without distinction between the items included therein and without assigning to them any proportion of such proceeds, Mortgagor hereby waiving the application of any doctrine of marshalling or like proceeding. In case Lender, in the exercise of the power of sale herein given, elects to sell the Mortgaged Property in parts or parcels, sales thereof may be held from time to time, and the power of sale granted herein shall not be fully exercised until all of the Mortgaged Property not previously sold shall have been sold or all Borrower's Liabilities shall have been paid in full, all obligations of Lender to the Mortgagor have been terminated and this Mortgage shall have been terminated as provided herein.

**3.5. Personal Property and Fixtures.** If an Event of Default exists, Lender shall have, with respect to all personal property and fixtures included in the Mortgaged Property, all rights and remedies of a secured party under the Alabama Uniform Commercial Code, including the right to sell it at public or private sale or otherwise dispose of, lease or use it, without regard to preservation of the Mortgaged Property or its value and without the necessity of a court order. At the Lender's request, the Mortgagor shall assemble the personal property portion of the Mortgaged Property and make it available to the Lender at any place designated by the Lender. To the extent permitted by law, the Mortgagor expressly waives notice and any other formalities prescribed by law with respect to any sale or other disposition of such personal property portion of the Mortgaged Property or exercise of any other right or remedy upon default. Mortgagor agrees that the Lender may sell or dispose of both the real property and the personal property portions of the Mortgaged

Property in accordance with the rights and remedies granted under this Agreement with respect to the Land.

3.6. **Rents and Leases.** If an Event of Default exists, Lender, at its option, shall have the right, power and authority to terminate the license granted to Mortgagor in Section 1.11 to collect the rents, profits, issues and revenues of the Mortgaged Property, whether paid or accruing before or after the filing of any petition by or against Mortgagor under the federal Bankruptcy Code, and, without taking possession, in Lender's own name to demand, collect, receive, sue for, attach and levy all of such rents, profits, issues and revenues, to give proper receipts, releases and acquittances therefor, and to apply the proceeds thereof as set forth in the Loan Agreement.

3.7. **Foreclosure Deeds.** To the extent permitted by applicable law, Mortgagor hereby authorizes and empowers Lender or the auctioneer at any foreclosure sale had hereunder, for and in the name of Mortgagor, to execute and deliver to the purchaser or purchasers of any of the Mortgaged Property sold at foreclosure good and sufficient deeds of conveyance or bills of sale thereto.

3.8. **Order of Application of Proceeds.** All payments received by Lender as proceeds of any of the Mortgaged Property, as well as any and all amounts realized by Lender in connection with the enforcement of any right or remedy under this Mortgage, shall be applied by Lender as follows: (1) to the payment of all expenses incident to the exercise of any remedies under this Mortgage, including attorneys' fees and disbursements, appraisal fees, environmental site assessment fees, title search fees and foreclosure notice costs, (2) to the payment in full of any of Borrower's Liabilities that are then due and payable (including principal, accrued interest and all other sums secured hereby) in such order as Lender may elect in its sole discretion, (3) to a cash collateral reserve fund to be held by Lender in an amount equal to, and as security for, any of Borrower's Liabilities that are not then due and payable, and (4) the remainder, if any, shall be paid to Mortgagor or such other persons as may be entitled thereto by law, after deducting therefrom the cost of ascertaining their identity.

3.9. **Multiple Sales.** If an Event of Default exists, Lender shall have the option to proceed with foreclosure, either through the courts or by power of sale as provided for in this Mortgage, but without declaring the whole of Borrower's Liabilities due. Any such sale may be made subject to the unmatured part of Borrower's Liabilities, and such sale, if so made, shall not affect the unmatured part of Borrower's Liabilities, but as to such unmatured part of Borrower's Liabilities this Mortgage shall remain in full force and effect as though no sale had been made under this Section 3.9. Several sales may be made hereunder without exhausting the right of sale for any remaining part of Borrower's Liabilities, whether then matured or unmatured, the purpose hereof being to provide for a foreclosure and sale of the Mortgaged Property for any matured part of Borrower's Liabilities without exhausting the power of foreclosure and the power to sell the Mortgaged Property for any other part of Borrower's Liabilities, whether matured at the time or subsequently maturing.

3.10. **Waiver of Certain Laws.** Mortgagor waives, to the fullest extent permitted by law, the benefit of all laws now existing or hereafter enacted providing for (1) any appraisal before sale of any portion of the Mortgaged Property (commonly known as appraisal laws), or (2) any extension of time for the enforcement of the collection of Borrower's Liabilities or any creation or extension of a period of redemption from any sale made in collecting Borrower's Liabilities (commonly known as stay laws and redemption laws). Mortgagor also waives any and all rights Mortgagor may have to a hearing before any governmental authority prior to the exercise by Lender of any of its rights or remedies under any of the Loan Instruments and under applicable law.

3.11. **Prerequisites of Sales.** In case of any sale of the Mortgaged Property as authorized by this Article Three, all prerequisites to the sale shall be presumed to have been performed, and in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the nonpayment of any of Borrower's Liabilities or as to the advertisement of sale, or the time, place and manner of sale, or as to any other fact or thing, shall be taken in all courts of law or equity as rebuttably presumptive evidence that the facts so stated or recited are true.

3.12. **Remedies Cumulative.** No right, power or remedy conferred upon or reserved to Lender by the Note, the Loan Agreement, this Mortgage or any other Loan Instrument or any instrument evidencing or securing Borrower's Liabilities is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Note or any other Loan Instrument or any instrument evidencing or securing Borrower's Liabilities, or now or hereafter existing at law, in equity or by statute.

## **ARTICLE FOUR MISCELLANEOUS PROVISIONS**

4.1. **Heirs, Successors and Assigns Included in Parties.** Whenever Mortgagor or Lender is named or referred to herein, heirs and successors and assigns of such person or entity shall be included, and all covenants and agreements contained in this Mortgage shall bind the successors and assigns of Mortgagor, including any subsequent owner of all or any part of the Mortgaged Property and inure to the benefit of the successors and assigns of Lender. This Section 4.1 shall not be construed to permit an assignment, transfer, conveyance, encumbrance or other disposition otherwise prohibited by this Mortgage.

4.2. **Notices.** All notices, requests, reports demands or other instruments required or contemplated to be given or furnished under this Mortgage to Mortgagor or Lender shall be directed to Mortgagor or Lender, as the case may be, in the manner set forth in the Loan Agreement at the following addresses:

If to Lender:	LaSalle Business Credit, Inc. 135 South LaSalle Street Chicago, Illinois 60603
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Attention: Joseph Fudacz

If to Mortgagor:

Peak Lime, Inc.  
8039 Highway 25  
Calera, Alabama 35090  
Attention: Michael R. Boyce

4.3. **Headings.** The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are for convenience only, are not to be considered a part hereof, and shall not limit, expand or otherwise affect any of the terms hereof.

4.4. **Invalid Provisions.** In the event that any of the covenants, agreements, terms or provisions contained in this Mortgage shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein (or the application of the covenant, agreement, term held to be invalid, illegal or unenforceable, to persons or circumstances other than those in respect of which it is invalid, illegal or unenforceable) shall be in no way affected, prejudiced or disturbed thereby.

4.5. **Changes.** Neither this Mortgage nor any term hereof may be released, changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the release, change, waiver, discharge or termination is sought. To the extent permitted by law, any agreement hereafter made by Mortgagor and Lender relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance. Any holder of a lien or encumbrance junior to the lien of this Mortgage shall take its lien subject to the right of Lender to amend, modify or supplement this Mortgage, the Note, the Loan Agreement or any of the other Loan Instruments, to extend the maturity of Borrower's Liabilities or any portion thereof, to vary the rate of interest chargeable under the Note and/or the Loan Agreement and to increase the amount of the indebtedness secured hereby, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien.

4.6. **Governing Law.** This Mortgage shall be construed, interpreted, enforced and governed by and in accordance with the laws of the State of Illinois except that the internal laws of the state where the Mortgaged Property is located shall govern with respect to the validity, creation, protection, priority and enforcement of the liens and security interests created hereby.

4.7. **Required Notices.** Mortgagor shall notify Lender promptly of the occurrence of any of the following: (i) receipt of notice from any governmental authority relating to the violation of any rule, regulation, law or ordinance, the enforcement of which would materially and adversely affect the Mortgaged Property; (ii) material default by any tenant in the performance of its obligations under any lease of all or any portion of the Mortgaged Property or receipt of any notice from any such tenant claiming that a default by landlord in the performance of its obligations under any such lease has occurred; or (iii)

commencement of any judicial or administrative proceedings by or against or otherwise adversely affecting Mortgagor or the Mortgaged Property.

4.8. **Release.** This Mortgage and Lender's liens under this Mortgage in the Mortgaged Property will not be terminated until a written mortgage satisfaction instrument executed by one of Lender's officers (which Lender will execute upon payment in full of all of Borrower's Liabilities) is filed for record in the county in which the Land is located. Except as otherwise expressly provided in this Mortgage, no satisfaction of this Mortgage shall in any way affect or impair the representations, warranties, agreements or other obligations of the Mortgagor or the powers, rights and remedies of Lender under this Mortgage with respect to any transaction or event occurring prior to such satisfaction, all of which shall survive such satisfaction. Even if all of Borrower's Liabilities owing to Lender and Lenders at any one time should be paid in full, this Mortgage will continue to secure any Borrower's Liabilities that might later be owed to Lender until such mortgage satisfaction instrument has been executed and recorded. In no event shall Lender be obligated to satisfy its liens under this Mortgage or return or release any of the Mortgaged Property to Mortgagor (a) until the payment in full of all Borrower's Liabilities or (b) until the expiration of any period for avoiding or setting aside any payment to Lender under bankruptcy or insolvency laws.

4.9. **Attorneys' Fees.** Whenever reference is made herein to the payment or reimbursement of attorneys' fees, such fees shall be deemed to include compensation to staff counsel, if any, of Lender in addition to the fees of any other attorneys engaged by Lender.

4.10. **Compliance with Mortgage Foreclosure Law.** In the event that any provision in this Mortgage shall be inconsistent with any provision of the applicable statutory provisions governing the creation, perfection or enforcement of mortgages, such provisions shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act. If any provision of this Mortgage shall grant to Lender any rights or remedies upon default of Mortgagor which are more limited than the rights that would otherwise be vested in Lender under applicable law, Lender shall be vested with such rights to the full extent permitted by law.

4.11. **Loan Agreement.** The Loans are governed by terms and provisions set forth in the Loan Agreement and in the event of any conflict between the terms of this Mortgage and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

4.12. **Indebtednes Secured.** Notwithstanding that the Term Loan is in the amount of \$8,000,000, by acceptance of this instrument, Lender agrees that this Mortgage shall only secure the last \$5,000,000 of such Term Loan to be repaid, together with any unpaid interest on such portion and any other fees, charges or other amounts provided for pursuant to this Mortgage.

IN WITNESS WHEREOF, Mortgagor has caused this instrument to be executed by its duly authorized officers as of the day and year first above written.

PEAK LIME, INC.

By 

Print Name Frank J. Clements

Title Vice President - Assistant Secretary

THIS INSTRUMENT WAS PREPARED BY:

Michael B. Manuel, Esq.  
Goldberg, Kohn, Bell, Black,  
Rosenbloom & Moritz, Ltd.  
55 East Monroe Street  
Suite 3700  
Chicago, Illinois 60603

AFTER RECORDING, RETURN TO THE ABOVE ADDRESS

## ACKNOWLEDGMENT

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

I, the undersigned authority, a Notary Public in and for said County and State, HEREBY CERTIFY THAT Frank J. Clements whose name as Vice President of Peak Lime, Inc., a Delaware corporation is signed to the foregoing instrument and who is known to me, acknowledged before me this day that, being informed of the contents of said 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 this 20<sup>th</sup> day of December, 2001.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

AFFIX SEAL



EXHIBIT "A"

PARCEL 1  
LEGAL DESCRIPTION

A parcel of land situated in the East one-half of Section 24, Township 22 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of said Section 24 and run in an Easterly direction for a distance of 4343.07 feet; thence deflect right 90 degrees 00 minutes 00 seconds and run in a Southerly direction for a distance of 1741.47 feet to the POINT OF BEGINNING; thence turn a deflection angle left of 71 degrees 36 minutes 40 seconds and run in a Southeasterly direction for a distance of 143.14 feet; thence turn a deflection angle right 87 degrees 19 minutes 33 seconds and run in a Southwesterly direction for a distance of 349.80 feet; thence turn a deflection angle left 82 degrees 23 minutes 24 seconds and run in a Southeasterly direction for a distance of 128.57 feet; thence turn a deflection angle right 68 degrees 06 minutes 10 seconds and run in a Southeasterly direction for a distance of 118.84 feet; thence turn a deflection angle right 57 degrees 35 minutes 44 seconds and run in an Southwesterly direction for a distance of 117.94 feet; thence turn a deflection angle left 81 degrees 03 minutes 18 seconds and run in a Southeasterly direction for a distance of 57.48 feet; thence deflect left 76 degrees 24 minutes 56 seconds and run in a Northeasterly direction for a distance of 155.33 feet; thence turn a deflection angle right 97 degrees 59 minutes 12 seconds and run in a Southerly direction for a distance of 103.44 feet; thence turn a deflection angle to the left 91 degrees 23 minutes 27 seconds and run in an Easterly direction for a distance of 39.63 feet; thence turn a deflection angle right 89 degrees 39 minutes 01 seconds and run in a Southerly direction for a distance of 508.09 feet; thence turn a deflection angle right 90 degrees 22 minutes 20 seconds and run in a Westerly direction for a distance of 250.00 feet; thence turn a deflection angle right 33 degrees 54 minutes 03 seconds and run in a Northwesterly direction for a distance of 200.00 feet; thence turn a deflection angle right 51 degrees 44 minutes 59 seconds and run in a Northwesterly direction for a distance of 174.34 feet; thence turn a deflection angle left 10 degrees 27 minutes 00 seconds and run in a Northwesterly direction for a distance of 137.43 feet; thence turn a deflection angle right 07 degrees 55 minutes 39 seconds and run in a Northwesterly direction for a distance of 104.00 feet; thence turn a deflection angle right 07 degrees 19 minutes 02 seconds and run in a Northerly direction for a distance of 26.18 feet; thence turn a deflection angle left 65 degrees 41 minutes 29 seconds and run in a Northwesterly direction for a distance of 209.97 feet; thence turn a deflection angle right 55 degrees 21 minutes 29 seconds and run in a Northwesterly direction for a distance of 215.90 feet; thence turn a deflection angle right 14 degrees 11 minutes 09 seconds and run in a Northeasterly direction for a distance of 116.51 feet; thence turn a deflection angle to the right 30 degrees 41 minutes 51 seconds and run in a Northeasterly direction for a distance of 62.00 feet; thence turn a deflection angle to the right 56 degrees 17 minutes 46 seconds and run in an Easterly direction for a distance of 268.72 feet; thence turn a deflection angle to the left 71 degrees 51 minutes 42 seconds and run in a Northeasterly direction for a distance of 212.97 feet; thence turn a deflection angle to the right 34 degrees 33 minutes 40 seconds and run in a Northeasterly direction for a distance of 87.09 feet to the POINT OF BEGINNING.

Continued...

PARCEL 2  
LEGAL DESCRIPTION

A parcel of land situated in the East one-half of Section 24, Township 22 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of said Section 24 and run in an Easterly direction for a distance of 4375.91 feet; thence deflect right 90 degrees 00 minutes 00 seconds and run in a Southerly direction for a distance of 1721.84 feet; thence turn a deflection angle left of 64 degrees 13 minutes 53 seconds and run in a Southeasterly direction for a distance of 200.00 feet; thence turn a deflection angle right 90 degrees 00 minutes 00 seconds and run in a Southwesterly direction for a distance of 290.00 feet; thence turn a deflection angle left 45 degrees 00 minutes 00 seconds and run in a Southeasterly direction for a distance of 381.16 feet; thence turn a deflection angle right 18 degrees 26 minutes 24 seconds and run in a Southerly direction for a distance of 82.88 feet; thence turn a deflection angle left 91 degrees 57 minutes 47 seconds and run in an Easterly direction for a distance of 58.12 feet; thence turn a deflection angle right 90 degrees 33 minutes 11 seconds and run in a Southerly direction for a distance of 484.55 feet; thence turn a deflection angle right 00 degrees 29 minutes 27 seconds and run in a Southerly direction for a distance of 81.41 feet; thence turn a deflection angle right 90 degrees 01 minute 47 seconds and run in a Westerly direction for a distance of 23.85 feet to the POINT OF BEGINNING; thence turn a deflection angle left 91 degrees 33 minutes 09 seconds and run in a Southerly direction for a distance of 293.97 feet; thence turn a deflection angle right 89 degrees 33 minutes 42 seconds and run in a Westerly direction for a distance of 82.55 feet to a point lying Easterly of CSX Railroad Track currently in place and the beginning of a curve to the right, said curve having a radius of 1620.79 feet, a central angle of 04 degrees 13 minutes 51 seconds, a chord distance of 119.66 feet and a deflection angle right to chord of 84 degrees 54 minutes 40 seconds; thence run along arc of said curve, and 30 feet parallel to centerline of said CSX Railroad, in a Northerly direction for a distance of 119.69 feet; thence turn a deflection angle right from chord of 05 degrees 39 minutes 47 seconds and run in a Northerly direction 30 feet parallel to centerline of said CSX Railroad for a distance of 178.04 feet; thence turn a deflection angle right 91 degrees 24 minutes 59 seconds and run in an easterly direction for a distance of 93.69 feet to the point of beginning.

Inst # 2002-00004

01/02/2002-00004  
08:14 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
021 CH 7571.00