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STATE OF ALABAMA)
)
MONTGOMERY COUNTY)

THIS SUBORDINATION AND RELEASE AGREEMENT made and dated as of February 6, 1985, by and among Jenkins Brick Company ("Company"), First Alabama Bank of Montgomery, N.A. ("First Alabama"), The First National Bank of Atlanta ("First Atlanta"), and AmSouth Bank, N.A. ("AmSouth").

W I T N E S S E T H:

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WHEREAS, Company, by Deed of Trust dated January 14, 1983, conveyed to First Alabama, as Trustee, and as security for the debts owed by Company to First Alabama, certain real and personal property located in Elmore and Montgomery County, Alabama; including the real and personal property more particularly described in Exhibit "A" attached hereto and hereby incorporated by reference, and referred to hereinafter as the "Coosada Plant", and

WHEREAS, First Atlanta instituted an action against Company in the United States District Court for the Northern District of Georgia styled The First National Bank of Atlanta v. Jenkins Brick Company, Civil Action No. C-82-2066-A, and, by agreement dated March 23, 1983, obtained a judgment entered March 31, 1983, against Company (the "First Atlanta Judgment"), and

CAPELL, HOWARD, KNABE & COBBS, P. A.
ATTORNEYS-AT-LAW
P. O. BOX 2069
MONTGOMERY, ALABAMA 36197

WHEREAS, The Prudential Insurance Company of America ("Prudential"), First Atlanta, First Alabama and Company did, on May 25, 1984, enter into that certain Master Agreement, which agreement governs the rights and obligations among the parties with respect to certain indebtedness owed by Company to Prudential, First Atlanta and First Alabama, and providing for the rights of said parties with respect to certain collateral for said indebtedness; and

WHEREAS, pursuant to said Master Agreement, Company agreed to convey to Prudential, First Atlanta and First Alabama, as security for the debts owed by Company to those creditors, a security interest in and security title to all tangible and intangible personal property and fixtures of Company, wherever located or situated, whether then owned or thereafter acquired or existing; and further agreed to grant, bargain, sell and convey to Prudential, First Atlanta and First Alabama as security for said debts certain real property and fixtures owned by Company located in the counties of Fulton, Floyd and Douglas, in the State of Georgia, the county of Escambia, in the State of Florida, and the counties of Montgomery and Shelby, in the State of Alabama, and to cause the Deed of Trust to be amended to provide that Prudential and First Atlanta be added as additional beneficiaries under the Deed of Trust; as evidenced by the security documentation more particularly described in Exhibit "B" attached hereto and hereby incorporated by reference, and collectively referred to hereinafter as the "Security Documentation" (which, as used herein, includes all liens, security interests, security titles or encumbrances of any type in Company's property in favor of First Alabama or First Atlanta); and the property described in the Security Documentation shall be collectively hereinafter referred to as the "Collateral" (which, as used herein, includes all real, personal, tangible, intangible, or other property owned by Company whether or not described in the Security Documentation), and

WHEREAS, AmSouth and Company have entered into a loan agreement (the "AmSouth Agreement"), a copy of which is attached hereto as Exhibit "C", pursuant to which Company has borrowed $1,500,000 upon the execution and delivery of a promissory note (the "AmSouth Note"), a copy of which is atttached hereto as Exhibit "D", bearing interest at the per annum rate of 1% in excess of the AmSouth prime rate, which shall be due on demand and in no event will extend beyond April, 15, 1990; and upon the execution and delivery of a mortgage and security agreement conveying as security therefor all of the Collateral except the Coosada Plant (the "AmSouth Security") (which said terms "AmSouth Agreement", "AmSouth Note", and "AmSouth Security" shall, as used herein, include any modification, extension, replacement or renewal of said Agreement, Note or Security, provided that the Company's indebtedness to AmSouth, including accrued interest and cost of collection, does not exceed One Million Five Hundred Thousand and no/100 ($1,500,000) Dollars and provided neither said Agreement, Note or Security extends beyond April 15, 1990), copies of which are attached hereto as Exhibit "E"; the proceeds of which shall be used by Company to pay in full its debts to Prudential, and

WHEREAS, as a condition precedent to the AmSouth Agreement and AmSouth Note, AmSouth requested that the Security Documentation and the First Atlanta Judgment, with respect to all of the Collateral except the Coosada Plant, be subordinated to the AmSouth Security.

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NOW, THEREFORE, for and in consideration of the premises and of the sum of One Dollar ($1.00) each to the other in hand paid, the receipt and sufficiency of which are hereby acknowledged, in order for AmSouth to lend Company One Million Five Hundred Thousand and no/100 ($1,500,000) Dollars, and for other good and valuable considerations, the parties agree as follows:

1. First Alabama and First Atlanta do hereby subordinate and do hereby declare to be subordinate the lien of the Security Documentation and First Atlanta Judgment with respect to all of the Collateral, except the Coosada Plant, to the lien of the AmSouth Security.

2. AmSouth shall not accept any sale, coveyance,

transfer, hypothecation, exchange, lease, assignment, security interest, mortgage, pledge, lien, encumbrance or any other disposition of or charge on the Coosada Plant by Company.

3. In the event that any of the Collateral, except the Coosada Plant, is sold by Company in an arms-length bona fide sale to an unaffiliated and non-related buyer prior to the payment in full of the AmSouth Note, First Alabama and First Atlanta agree that Company shall be entitled to obtain a release of the property to be sold from the lien of the Security Documentation and First Atlanta Judgment, without the payment of any of the proceeds to First Atlanta or First Alabama, if AmSouth also agrees to release said property from the lien of the AmSouth Security; provided, however, that, in the event the proceeds of any such sale, when aggregated with the proceeds of all prior sales of Collateral (except the Coosada Plant), shall be sufficient in amount to pay in full the AmSouth Note, then First Alabama and First Atlanta shall be entitled to such excess proceeds according to Section 7.5 of the Master Agreement.

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4. In the event the proceeds of any insurance policies covering the Collateral, except the Coosada Plant, under which AmSouth, First Atlanta and First Alabama are co-beneficiaries, shall become due and payable prior to the payment in full of the AmSouth Note, AmSouth shall be entitled to such proceeds up to the then outstanding principal balance of the AmSouth

Note, together with any interest accrued thereon, and First Alabama and First Atlanta shall be entitled to any excess according to Section 7.5 of the Master Agreement.

5. This Agreement may not be changed or terminated except with the written consent of all the parties hereto. This Agreement shall bind and inure to the benefit of the parties hereto, their successors and assigns.

6. This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties hereto have caused this Subordination and Release Agreement to be executed and delivered by their respective duly authorized officers as of the date first above written.

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Attest: [signature]
Title: VP
[CORPORATE SEAL]

THE FIRST NATIONAL BANK OF ATLANTA
BY [signature]
Title Vice Pres

Attest: [signature]
Title: V.P.
[CORPORATE SEAL]

FIRST ALABAMA BANK OF MONTGOMERY N.A.
BY Gil C Steindorff
Title Exec. Vice President

Attest: Donna Wilson
Title: Secretary
[CORPORATE SEAL]

AmSOUTH BANK, N.A.
BY Harry M McMullan
Title President

Attest: [signature] JENKINS BRICK COMPANY

Title: Secretary

[CORPORATE SEAL]

BY [signature]

Title President

STATE OF GEORGIA)
)
COUNTY OF FULTON)

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that W. W. TEEGARDEN and WILTON C. FUTCH, whose names as VICE PRESIDENT and VICE PRESIDENT of The First National Bank of Atlanta, a corporation, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 7th day of February, 1985.

Darlene Pearson
Notary Public

My Commission Expires:
Notary Public, Georgia, State at Large
My Commission Expires July 30, 1985
(NOTARY SEAL)

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STATE OF ALABAMA)
)
MONTGOMERY COUNTY)

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that Gail C Steindorff and Sam H. Dendy Jr., whose names as Exec Vice Pres and Vice Pres of First Alabama Bank of Montgomery, N.A., a corporation, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 6th day of February, 1985.

Charlotte B. Magrino
Notary Public

My Commission Expires:
May 19, 1988

(NOTARY SEAL)

STATE OF Alabama)
)
COUNTY OF Montgomery)

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that Harry M. McMillan and Donna Weeson, whose names as Vice President and Secretary of AmSouth Bank, N.A., a corporation, is signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 6th day of February, 1985.

Charlotte L. Magino
Notary Public

My Commission Expires:
May 14, 1988

(NOTARY SEAL)

STATE OF Alabama)
)
COUNTY OF Montgomery)

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that J. M. Jenkins and R. E. Moore, whose names as President and Secretary of Jenkins Brick Company, a corporation, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 6th day of February, 1985.

Charlotte L. Magino
Notary Public

My Commission Expires:
May 14, 1988

(NOTARY SEAL)

Exhitit "A" to Subordination and Release Agreement

"COOSADA PLANT"

"The following described real estate, located in the County of Elmore, State of Alabama, to-wit:

A parcel or tract of land located in the Southeast Quarter of Section 35, Township 18, Range 17, and being more particularly described as follows:

Beginning at a point located 598.5 feet West and 657.8 feet North of the southeast corner of Section 35, Township 18, Range 17, and running thence West 1386.9 feet; thence North 34° - 00' West 313.6 feet to the east right of way line of the L & N Railroad; thence along said east right of way line North 18° - 28' East 198.8 feet; thence turning and running South 71° - 32' East 196.0 feet; thence North 08° - 05' East 255.4 feet; thence North 71° - 32' West 150.0 feet to the east right of way line of said railroad; thence along said right of way line North 18° - 28' East 932.45 feet to a point located South 18° - 28' West 361.5 feet from the intersection of said east right of way line with the east-west half section line of said Section 35; thence turning and running North 89° - 36' East 537.1 feet to a point on the west side of a county road; thence along the west side of said road South 24° - 04' East 942.3 feet; thence South 33° - 44' East 125.6 feet; thence South 55° - 21' East 161.45 feet; thence leaving said road and running South 519.0 feet to the point of beginning, and containing 40.0 acres, more or less.

Together with all plants, buildings, structures and improvements of every kind and description now or hereafter erected or placed thereon; and all machinery, equipment and fixtures now or hereafter affixed or attached to, contained in, or used in connection with said real property, and all renewals and replacements thereof, including but not limited to equipment, apparatus, machinery, motors, elevators, fittings and plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning and sprinkler equipment, and all proceeds thereof, motor vehicles, forklifts, front-end loaders and similar mobile equipment there located; and

Exhibit "A" to Subordination and Release Agreement (CONT'D)

All easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all the estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Company, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Company in and to the same; all policies of insurance now or hereafter delivered (or with respect to which copies thereof or certificates in evidence thereof are now or hereafter delivered) together with all of the right, title and interest of Company in and to such policies, and without limitation, all of Company's right, title and interest in and to any premiums paid on such policies, including all rights to return premiums; condemnation awards and payments; and all leases, subleases and other rental agreements now or at any time hereafter covering any of said property and all rents and rental income and other rights thereunder."

Exhibit "B" to Subordination and Release Agreement
"SECURITY DOCUMENTATION"

1. Master Agreement dated as of May 25, 1984, by and among The Prudential Insurance Company of America, The First National Bank of Atlanta, First Alabama Bank of Montgomery, N.A., and Jenkins Brick Company.

2. Deed of Trust dated January 14, 1983, by Jenkins Brick Company, as Trustor, to First Alabama Bank of Montgomery, N.A., as Trustee, which said Deed of Trust was filed January 18, 1983, and recorded in Roll 13, Frame 473-494, in the Office of the Judge of Probate of Elmore County, Alabama, and in RLPY Book 594, Page 263-284, in the Office of the Judge of Probate of Montgomery County, Alabama.

3. Amendment to Deed of Trust dated May 25, 1984, between Jenkins Brick Company, as Trustor, and First Alabama Bank of Montgomery, N.A., as Trustee, filed July 3, 1984, and recorded in RLPY Book 675, Page 103-105, in the Office of the Judge of Probate of Montgomery County, Alabama, filed July 11, 1984 and recorded at Roll 31, Frame 417-419, in the Office of the Judge of Probate of Elmore County, Alabama, filed July 12, 1984 and recorded in Book 357, Page 167-169, in the Office of the Judge of Probate of Shelby County, Alabama.

4. Supplemental Deed of Trust dated May 25, 1984, between Jenkins Brick Company, as Trustor, and First Alabama Bank of Montgomery, N.A., as Trustee, filed July 3, 1984 and recorded in RLPY Book 675, Page 98-102, in the Office of the Judge of Probate of Montgomery County, Alabama, filed July

11, 1984 and recorded at Roll 31, Frame 412-416, in the Office of the Judge of Probate of Elmore County, Alabama, filed July 12, 1984 and recorded in Book 357, Page 170-174, in the Office of the Judge of Probate of Shelby County, Alabama.

5. Security Agreement dated May 25, 1984, between Jenkins Brick Company and First Alabama Bank of Montgomery, N.A., as agent for itself, First National Bank of Atlanta and The Prudential Insurance Company of America, granting a security interest in all personal property located in Alabama and Florida.

6. UCC-I Financing Statement between Jenkins Brick Company, Debtor, and First Alabama Bank of Montgomery, N.A., as agent, Secured Party, filed on July 11, 1984, and recorded as No. A127340R in the Office of the Secretary of State of Alabama.

7. UCC-1 Financing Statement between Jenkins Brick Company, Debtor, and First Alabama Bank of Montgomery, N.A., as agent, Secured Party, filed July 3, 1984, and recorded as No. 275803, in the Office of the Judge of Probate of Montgomery County, Alabama

8. UCC-1 Financing Statement between Jenkins Brick Company, Debtor, and First Alabama Bank of Montgomery, N.A., as agent, Secured Party, filed July 11, 1984, and recorded as No. 018748 in the Office of the Judge of Probate of Elmore County, Alabama.

Exhibit "B" to Subordination and Release Agreement (CONT'D)

9. UCC-1 Financing Statement between Jenkins Brick Company, Debtor, and First Alabama Bank of Montgomery, N.A., as agent, Secured Party, filed July 12, 1984, and recorded as File No. 09542 in the Office of the Judge of Probate of Shelby County, Alabama.

10. UCC-1 Financing Statement between Jenkins Brick Company, Debtor, and First Alabama Bank of Montgomery, N.A., as agent, Secured Party, filed January 11, 1985, and recorded in O.R. Book 2010, page 403-405 in the Escambia County, Florida, Comptroller's Office,

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11. UCC-1 Financing Statement between Jenkins Brick Company, Debtor, and First Alabama Bank of Montgomery, N.A., as agent, Secured Party, filed January 23, 1985, and recorded as File No. 1850011454 in the Office of the Secretary of State for the State of Florida.

12. Mortgage dated May 25, 1984, between Jenkins Brick Company and First Alabama Bank of Montgomery, N.A., as agent for First Alabama Bank of Montgomery, N.A., The First National Bank of Atlanta and The Prudential Insurance Company of America, filed January 11, 1985, and recorded in O.R. Book 2010, page 390-402 in the public records of Escambia County, Florida.

13. Deed to Secure Debt and Security Agreement dated May 25, 1984, between Jenkins Brick Company and The Prudential Insurance Company of America, as agent for The

Prudential Insurance Company of America, The First National Bank of Atlanta, and First Alabama Bank of Montgomery, N.A., filed July 24, 1984, in Fulton County, Georgia and recorded in Book 450, Page 361-377, filed July 26, 1984 in Douglas County, Georgia and recorded in Book 9087, Page 397-413; and filed August 3, 1984 in Floyd County, Georgia, and recorded in Book No. 909 of Deeds, Page 1-17.

14. Security Agreement dated May 25, 1984, between Jenkins Brick Company and The Prudential Insurance Company of America, as agent for The Prudential Insurance Company of America, The First National Bank of Atlanta, and First Alabama Bank of Montgomery, N.A., granting a security interest in all personal property located in Georgia.

15. UCC-1 Financing Statement between Jenkins Brick Company, Debtor, and The Prudential Insurance Company of America, as agent for itself, The First National Bank of Atlanta, and First Alabama Bank of Montgomery, N.A., Secured Party, filed July 24, 1984, and recorded as File No. 616881 in the Office of the Clerk, Superior Court, Fulton County, Georgia.

16. UCC-1 Financing Statement between Jenkins Brick Company, Debtor, and The Prudential Insurance Company of America, as agent for itself, The First National Bank of Atlanta, and First Alabama Bank of Montgomery, N.A., Secured Party, filed July 24, 1984, and recorded as File No. 616882 in the Office of the Clerk, Superior Court, Fulton County, Georgia.

17. UCC-1 Financing Statement between Jenkins Brick Company, Debtor, and The Prudential Insurance Company of America, as agent for itself, The First National Bank of Atlanta, and First Alabama Bank of Montgomery, N.A., Secured Party, filed July 26, 1984, and recorded as File No. 60,463, in the Office of the Clerk, Superior Court, Douglas County, Georgia.

18. UCC-1 Financing Statement between Jenkins Brick Company, Debtor, and The Prudential Insurance Company of America, as agent for itself, The First National Bank of Atlanta, and First Alabama Bank of Montgomery, N.A., Secured Party, filed July 26, 1984, and recorded as File No. 8295, in the Office of the Clerk, Superior Court, Floyd County, Georgia.

Exhibit "C" to Subordination and Release Agreement

AmSOUTH AGREEMENT

LOAN AGREEMENT

THIS LOAN AGREEMENT is made this 6th day of February, 1985, by and between JENKINS BRICK COMPANY, an Alabama corporation (hereinafter called the "Company"), and AMSOUTH BANK N.A., whose address is Post Office Box 431, 32 Commerce Street, Montgomery, Alabama 36195 (hereinafter called the "Bank").

The Company has requested the Bank to lend, and Bank is willing, on the terms and conditions hereinafter set forth, to lend to the Company the principal sum of One Million Five Hundred Thousand and No/100 Dollars ($1,500,000.00), secured as set forth herein, the proceeds of this loan are to be used for refinancing existing debt of the Company.

NOW, THEREFORE, it is hereby agreed as follows:

I. LOAN DESCRIPTION.

Section 1.01. The Bank agrees, on the terms hereinafter set forth, to loan to the Company One Million Five Hundred Thousand and No/100 Dollars ($1,500,000.00).

Section 1.02 The principal amount of the loan shall bear interest at the *per annum* rate of one percent (1%) in excess of the AmSouth prime rate. The Company shall make payments of interest only on the loan on the 15th day of each month after the date of closing at the rate of one percent (1%) in excess of the AmSouth prime rate until May 15, 1985. On May 15, 1985, the Company shall pay all accrued interest due and begin making monthly principal payments of Twenty-Five Thousand and No/100 Dollars ($25,000.00) and on the 15th day of each month thereafter, together with interest. Interest shall accrue on the loan at the *per annum* rate of one percent (1%) in excess of the AmSouth prime rate on the unpaid balance. However, in order to accommodate the Company and allow for a level payment due on May 15, 1985 and on the 15th day of each month thereafter, the Company shall pay interest based upon the interest rate due on the loan on the 15th day of May of each year and shall make the same interest payment for the succeeding twelve (12) months until the following May 15. On May 15 of each year in which the loan remains unpaid and in which the rate of interest due on the loan has changed during the preceding twelve (12) months, there shall be an adjustment due. In the event that the Company has overpaid on the interest due on the loan, then on May 15 of each year such overpayment shall be credited to the principal due on the loan. In the event that the Company has underpaid on the interest due on the loan, then on May 15 of each year in which the loan remains unpaid, the Company shall make a lump sum payment on May 15 on the interest that is due. The interest rate used to calculate the interest that shall be paid each month on the loan shall be determined by the Bank on the 15th day of May during each year that the loan remains unpaid. The parties agree that interest shall accrue on the loan as stated at the *per annum* rate of one percent (1%) in excess of the AmSouth prime rate with the interest rate changing as and when the AmSouth prime rate changes.

Section 1.03 The security for the loan shall be a security interest in all of the Company's inventory, accounts receivable and equipment, except for the equipment owned by the Company located at the Company's Coosada Plant which is situated in Elmore County, Alabama, together with a first mortgage on the following real estate owned by the Company: approximately 210 acres of land in Montgomery County, Alabama; approximately 130 acres of land in Floyd County, Georgia; approximately 35 acres of land in Fulton County, Georgia; approximately 16.4 acres of land in Atlanta, Georgia; the Montgomery plant and plant site, including the Company's office building in Montgomery, Alabama; the Company's brick yards located in Birmingham, Alabama and Pensacola, Florida. The loan shall also be secured by the personal guaranty of J. M. Jenkins III, as well as a guaranty from Jenkins Holding, Inc. (hereinafter called the "Holding Company").

Section 1.04. The loan shall be <u>due on demand</u> and in no event will extend beyond April 15, 1990.

II. COLLATERAL DOCUMENTATION.

Section 2.01. The Company shall execute a security agreement and shall provide acknowledgment copies of the financing statements (UCC-1) duly filed under the UCC in Alabama, Georgia and Florida and in any other jurisdiction necessary or in the opinion of the Bank desirable to perfect the security interest created by the security agreement.

Section 2.02. The Company shall provide the Bank with certified copies of requirements for information (UCC-11) identifying all financing statements on file with respect to the Company in all jurisdictions in which the UCC-1 filings are required, including the financing statements to be filed by the Bank indicating that no party other than the Bank claims an interest in the collateral which is superior to the security interest of the Bank in the collateral covered by the Security Agreement. The Bank acknowledges that First Alabama Bank of Montgomery, N.A. and First National Bank of Atlanta claim an interest in some of the collateral covered by the Security Agreement as shown in the Subordination and Release Agreement between the Bank, First Alabama Bank of Montgomery, N.A., First National Bank of Atlanta and the Company executed on even date herewith.

Section 2.03. The Company shall provide the Bank with first mortgages on all of the real estate identified above, together with a title insurance binder for title insurance insuring the Bank as mortgagee and evidencing that the Company has marketable fee simple title to the real estate with only exceptions to the title which are acceptable to the Bank with such policies to be in the combined face amount of $1,500,000.

III. PAYMENTS AND PREPAYMENTS.

Section 3.01. The Company shall make payments of interest only on the loan on the 15th day of each month after the date of closing at the rate of one percent (1%) in excess of the AmSouth prime rate until May 15, 1985. On May 15, 1985, the Company shall pay all accrued interest due and begin making monthly principal payments of Twenty-Five Thousand and No/100 Dollars ($25,000.00) and on the 15th day of each month thereafter, together with interest. Interest shall accrue on the loan at the per annum rate of one percent (1%) in excess of the AmSouth prime rate on the unpaid balance. However, in order to accommodate the Company and allow for a level payment due on May 15, 1985 and on the 15th day of each month thereafter, the Company shall pay interest based upon the interest rate due on the loan on the 15th day of May of each year and shall make the same interest payment for the succeeding twelve (12) months until the following May 15. On May 15 of each year in which the loan remains unpaid and in which the rate of interest due on the loan has changed during the preceding twelve (12) months, there shall be an adjustment due. In the event that the Company has overpaid on the interest due on the loan, then on May 15 of each year such overpayment shall be credited to the principal due on the loan. In the event that the Company has underpaid on the interest due on the loan, then on May 15 of each year in which the loan remains unpaid, the Company shall make a lump sum payment on May 15 on the interest that is due. The interest rate used to calculate the interest that shall be paid each month on the loan shall be determined by the Bank on the 15th day of May during each year that the loan remains unpaid. The parties agree that interest shall accrue on the loan as stated at the per annum rate of one percent (1%) in excess of the AmSouth prime rate with the interest rate changing as and when the AmSouth prime rate changes.

Section 3.02. The Company shall have the right at any time and from time to time to prepay any or all of the principal outstanding under the loan without penalty or premium. All prepayments or partial prepayments over and above the existing scheduled reduction amounts shall be applied first to interest and then to principal; provided, however, that each partial prepayment shall be in a principal amount which is an integral multiple of One Thousand and No/100 Dollars ($1,000.00).

Section 3.03. The Company shall use the proceeds of the loan to refinance and pay-off an existing loan outstanding from the Company to Prudential Life Insurance Company.

Section 3.04. The obligation to repay the loan shall be evidenced by a note, dated the date of this Agreement, payable to the order of the Bank and maturing on demand (Referred to herein as the "Note").

IV. REPRESENTATIONS AND WARRANTIES.

The Company represents and warrants to the Bank that:

Section 4.01. Corporate Organization. The Company is a corporation duly incorporated, validly existing, and in good standing under the laws of the jurisdiction of its incorporation, has the corporate power and authority to own its assets and to transact the business in which it is now engaged or proposed to be engaged in, and is duly qualified as a foreign corporation and is in good standing under the laws of each jurisdiction in which the character of the properties owned by it or in which the transaction of its business makes its qualification necessary. The Company has no subsidiaries.

Section 4.02. Corporate Power and Authority. The Company has full power and authority to enter into this Agreement, to execute and deliver the Note, and to incur the obligations provided for herein and therein, all of which have been duly authorized by all proper and necessary corporate action. No consent or approval of stockholders or of any governmental or administrative authority, instrumentality or agency is required as a condition to the validity of this Agreement or as a condition to the validity of the Note, except for the consent or approval of such execution, all of which have been duly obtained or made and are in full force and effect.

Section 4.03. Financial Condition. The Company has heretofore furnished the following financial statements to the Bank:

(a) The balance sheet of the Company as of December 31, 1983, and the related statements of income and retained earnings of the Company for the fiscal year then ended, and the Company footnotes, together with opinions thereon of Wilson, Price, Barranco & Billingsley, dated March 10, 1984.

(b) The unaudited balance sheet of the Company as of December 31, 1984 and the related statement of income and retained earnings for the twelve (12) month period then ended.

(c) The financial statements referred to in (a) and (b), above, are complete and correct and fairly present the financial condition of the Company as of such dates and the results of the operations of the Company for the periods covered by such statements, all in accordance with generally accepted accounting principles consistently applied (subject to year-end adjustments in the case of the interim financial statements). There are no liabilities, direct or indirect, fixed or contingent, of the Company as of the date of such balance sheets which are not reflected therein or in the notes thereto.

(d) There has been no material adverse change in the financial condition, business operations or prospects of the Company since the date of the last received financial statement, nor has the Company, since that date, declared or paid any dividend on, or made any loan to any shareholder which is not accurately reflected in said financial statements.

Section 4.04. Title to Properties. The Company has good and marketable title to all the properties and assets reflected on the balance sheets referred to in Section 4.03 hereof, except for such assets as have been disposed of since said date because such assets are no longer used or useful in the conduct of its business or have been disposed of in the ordinary course of business, and that all such properties and assets are free and clear of mortgages, pledges, liens, charges and other encumbrances, except as otherwise permitted by the provisions hereof.

Section 4.05 Litigation. There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Company threatened against or affecting the Company, or any properties or rights of the Company to carry on business substantially as now conducted which would materially adversely affect the financial condition of the Company. The litigation between the Company and the Prudential Insurance Company of America, the First National Bank of Atlanta, and First Alabama Bank of Montgomery, N.A. that is referred to in that certain Master Agreement, dated May 15, 1984, between the above-referenced claimants and the Company have been totally settled and resolved and, at the time of the closing of the loan, the Company shall present to the Bank a fully executed copy of First Amendment to Master Agreement in a form acceptable to Bank's counsel.

Section 4.06. Payment of Taxes. Federal income tax returns for the Company have been examined by the Internal Revenue Service for all years prior to the year-ended December 31, 1981. All deficiencies finally resulting from such examinations have been discharged or reserved against. The Company has filed or caused to be filed all Federal, state and local tax returns, which are required to be filed, and have paid, or caused to be paid, all taxes as shown on said returns or on any assessment received by it, to the extent that such taxes have become due, except as otherwise permitted by the provisions hereof.

Section 4.07. Agreements. The Company is not a party to any agreement or instrument or subject to any charter or other corporate restriction adversely affecting its business, properties or assets, operations or conditions (financial or otherwise).

Section 4.08. Principal Office. The Company represents and warrants that its principal office is located at 201 6th Street North, Montgomery, Alabama. The Company shall not change such location without the prior written consent of the Bank. The Company warrants and represents that its inventory shall be located and maintained only at Company's places of business in Mobile, Alabama; Birmingham, Alabama; Montgomery, Alabama; Pensacola, Florida; Tallahassee, Florida; and Atlanta, Georgia.

Section 4.09 Information Provided. Subject to any limitations stated therein or in connection therewith, the Company represents and warrants that all information furnished by the Company to the Bank concerning the inventory, accounts receivable, real estate, equipment or any other information provided for the purpose of obtaining the loan, is accurate, correct, and complete in all material respects.

Section 4.10. Company Name. The Company has not changed its name or been known by any other name within the last five (5) years.

Section 4.11. Existing Loans. At the time of the execution of this Agreement, the Company has a loan outstanding with First Alabama Bank of Montgomery, N.A. in the principal sum of $1,028,953.14 and a loan with First National Bank of Atlanta, Georgia in the principal sum of $507,371.26. The Company warrants and represents that it has restructured the repayment of these two loans in such a manner as to provide for a five-year level amortization of each loan.

V. CONDITIONS OF LENDING

The obligation of the Bank to lend hereunder are subject to the following conditions precedent:

Section 5.01. Representations and Warranties. At the time of the loan, the representations and warranties set forth in Article IV hereof shall be true and correct on and as of such date with the same effect as though such representations and warranties had been made on and as of such time, except to the extent that such representations and warranties expressly relate to an earlier date.

Section 5.02. Approval of Counsel to the Bank. On or prior to the date of the making of the loan, the Bank shall have received a legal opinion from counsel to the Company in substantially the form of Exhibit "A" which is attached hereto and to include such other representations relating to the transaction contemplated hereby as the Bank may reasonably request.

Section 5.03. No Default. At the time of the loan hereunder, the Company shall be in compliance with all of the terms and provisions set forth herein on its part to be observed or performed, and no event of default specified in Article IX hereof, or any event upon which notice or lapse of time or both would constitute such an event of default, shall have occurred and be continuing at the time of the loan.

Section 5.04. Supporting Documents. On or prior to the date of the loan, the Bank shall have received the following documents:

(a) Certified copies of resolutions of the Board of Directors of the Company authorizing the execution, delivery and performance of this Loan Agreement, the Note, and the other instruments referred to in this Loan Agreement.

(b) A certificate of the President of the Company certifying the validity of a copy of the Bylaws of the Company attached thereto and verifying the encumbency and signatures of the officers of the Company signing this Loan Agreement and the Note and the other instruments referred to in this Loan Agreement.

(c) A copy of the Certificate of Incorporation and all other charter documents of the Company and of the Holding Company, all certified by the Secretary of State of the State of Alabama.

(d) A certificate of good standing from the Secretary of State of the State of Alabama as to the good standing of the Company and the Holding Company.

(e) Such additional supporting documents as the Bank or counsel to the Bank may reasonably request.

Section 5.05. Stock Ownership. On or prior to the date of the loan, Jenkins Holding, Inc. shall own 100% of all the voting stock of the Company and J. M. Jenkins III shall individually own at least 66.66% of all the voting stock of Jenkins Holding, Inc.

Section 5.06. Georgia Property. Immediately after the execution of this Agreement, the Company shall take all reasonable steps to sell for a reasonable price all real estate and personal property which it now owns located in the State of Georgia and will endeavor to sell all such property by July 1, 1985.

Section 5.07. Landlord's Release. At the time of closing, the Company shall present to the Bank a release executed by the Landlord of the Company's brick yards located in Mobile, Alabama, and Tallahassee, Florida, in which the Landlord subordinates their lien rights to inventory and accounts to the Bank's security interest in said collateral.

VI. SECURITY FOR LOAN.

Section 6.01. The loan shall be secured by each of the following:

Nothing herein shall grant a security interest in the "Coosada Plant", as defined in the 2/6/85 Subordination Agreement between and among Borrower, Lender, First Alabama Bank of Montgomery, N.A. and The First National Bank of Atlanta.

(a) A security interest in the Company's equipment, inventory and accounts receivable.

(b) A first mortgage on the following real estate owned by the Company:

(i) Approximately 210 acres in Montgomery County, Alabama;

(ii) Approximately 130 acres in Floyd County, Georgia;

(iii) Approximately 35 acres in Fulton County, Georgia;

(iv) Approximately 16.4 acres in Atlanta, Georgia;

(v) Montgomery plant and plant site, plus office building in Montgomery, Alabama; and

(vi) Brick yard locations in Birmingham, Alabama and Pensacola, Florida.

(c) Personal guaranty of J. M. Jenkins III.

(d) Guaranty from Jenkins Holding, Inc.

Section 6.02. The Company agrees to execute and deliver, or cause the execution and delivery of, such security agreements, assignments, guarantees and financing statements as may be required by the Bank to evidence such security, all in form satisfactory to the Bank.

VII. <u>AFFIRMATIVE COVENANTS</u>.

The Company covenants and agrees that from the date hereof and until the loan has been paid in full, including all interest due thereon, the Company will:

Section 7.01. <u>Corporate Existence, Properties, etc.</u> Do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence, rights and franchises and comply with all laws applicable to it; continue to conduct and operate its business substantially as conducted and operated during the present and preceding calendar year; at all times maintain and preserve and protect all franchises and trade names and preserve all the remainder of its property used or useful in the conduct of its business and keep the same in good repair, working order and condition, and from time to time make, or cause to be made, all needful and proper repairs, renewals, replacements, betterments and improvements thereto so that the business carried on in connection therewith may be properly and advantageously conducted at all times; at all times keep its insurable properties adequately insured and maintain (1) insurance to such extent and against such risks, including fire, as is customary with companies in the same or similar business, (2) necessary workmen's compensation insurance, (3) $1,000,000 life insurance on the Chief Executive Officer, J. M. Jenkins III, with the Bank listed as the sole beneficiary on such policy, and (4) such other insurance as may be required by law or as may reasonably be required in writing by the Bank.

Section 7.02. Payment of Indebtedness, Taxes, etc.

(a) Pay all of its indebtedness and obligations promptly and in accordance with normal terms.

(b) Pay and discharge or cause to be paid and discharged promptly all taxes, assessments, and governmental charges or levies imposed upon it or upon any part thereof, before the same shall become in default, as well as all lawful claims for labor, materials and supplies or otherwise which, if unpaid, might become a lien or charge upon such properties or any part thereof; *provided*, *however*, that the Company shall not be required to pay and discharge or to cause to be paid and discharged any such tax, assessment, charge, levy or claim so long as the validity thereof shall be contested in good faith by appropriate proceedings and the Company shall have set aside on its books adequate reserves with respect to any such tax assessment, charge, levy or claim, so contested.

Section 7.03. Financial Statements, Reports, etc. The Company shall furnish to the Bank:

(a) Within 90 days after the end of each fiscal year of the Company (being December 31) a balance sheet and statement of income and retained earnings, together with supporting schedules, all certified by independent certified public accountants of recognized standing selected by the Company and acceptable to the Bank (the form of such certification to be satisfactory to the Bank), showing the financial condition of the Company at the close of such year and the results of operations of the Company during such year;

(b) Within 25 days after the end of each of the first 11 months in each fiscal year, similar financial statements to those referred to in subparagraph (a) above, unaudited but certified by the principal financial officer of the Company, such balance sheets to be as of the end of such month and such Statements of Income and Retained Earnings to be for the period from the beginning of the fiscal year to the end of such quarter, in each case subject to audit and year-end adjustments;

(c) Attached with the monthly balance sheets shall be a listing of accounts receivable showing an aging of said accounts;

(d) With the statements submitted under (a), (b) and (c) above, a certificate signed by the principal financial officer or the President of the Company to the effect that no Event of Default specified in Article IX hereof, nor any event which, upon notice or lapse of time or both, would constitute such an Event of Default, has occurred;

(e) Promptly, from time to time, such other information regarding the operations, business, affairs and financial condition of the Company and any of its subsidiaries as the Bank may reasonably request;

(f) Within 45 days after the end of the calendar year, financial statements, including balance sheet and income information, on each of the guarantors of the Note;

(g) Permit persons designated by the Bank to inspect any and all of the property and corporate financial books and records of the Company and to discuss its affairs with its officers and employees at such reasonable time as the Bank shall request and furnish the Bank with such miscellaneous information as it may reasonably request;

(h) Duly and punctually pay the principal and interest on the Note, in accordance with the terms of this Agreement and of the Note and pay other indebtedness reflected on the financial statements of the Company delivered to the Bank referred to in Section 4.03 hereof and other indebtedness incurred after the date hereof in accordance with the terms of such indebtedness;

(i) Furnish to Bank within 30 days of the date of this Agreement the final title insurance policies referred to in Section 2.03 hereof; and

(j) Immediately notify the Bank of any event causing a material loss or depreciation in value of the inventory or accounts receivable and the amount of such loss or depreciation.

VIII. NEGATIVE COVENANTS

The Company covenants and agrees that from the date hereof and until payment in full of the principal of and interest of the Note, unless the Bank shall otherwise consent in writing, it will not, directly or indirectly:

Section 8.01. Indebtedness. Incur, create, assume or permit to exist any Indebtedness or liability on account of deposits or advances or any indebtedness or liability for borrowed money, or any other indebtedness or liability evidenced by Notes, bonds, debentures or similar obligations, except:

(a) The Note;

(b) The current indebtedness to First Alabama Bank of Montgomery, N.A in the principal amount of $1,028,953.14 and the current indebtedness to First National Bank of Atlanta in the principal sum of $507,371.26;

(c) Indebtedness subordinated to the prior payment in full of the principal of, and interest on, the Note on terms and conditions approved in writing by the Bank; and

(d) Other liabilities as may arise in the normal course of business.

Section 8.02. Liens. Incur, create, assume or suffer to exist any mortgage, pledge, lien, charge or other encumbrance of any nature whatsoever on any of its assets, now or hereafter owned, other than:

(a) Liens securing the payment of obligations permitted under Section 8.01(b) hereof;

(b) Deposits under workmen's compensation, unemployment insurance and social security laws, or to secure the performance of bids, tenders, contracts (other than for the repayment of borrowed money) or leases or to secure statutory obligations or surety or appeal bonds, or to secure indemnity, performance or other similar bonds in the ordinary course of business; or

(c) Liens imposed by law, such as carriers', warehousemen's or mechanics' liens, incurred in good faith in the ordinary course of business, and liens arising out of a judgment or award not exceeding $25,000 with respect to which an appeal is being prosecured, a stay of execution pending such appeal having been secured.

Section 8.03. Guarantees. Guarantee or otherwise in any way become responsible for obligations of any other person, whether by agreement to purchase the indebtedness of any other person, or agreement for the furnishing of funds to any other person through the purchase of goods, supplies or services (or by way of stock purchase, capital contribution, advance or loan) for the purpose of paying or discharging the indebtedness of any other person, or otherwise, except for the endorsement of negotiable instruments by the Company or any subsidiary, in the ordinary course of business for collection.

Section 8.04. Sale of Assets, Consolidation, Merger, etc.

(a) Sell, lease, transfer or otherwise dispose of all or a substantial part of its properties and assets to any person, except for the property owned by the Company in the State of Georgia, which is identified in Section 5.06 hereof and which property the Company will endeavor to sell as soon as possible;

(b) Consolidate with or merge into any other corporation, or permit another corporation to merge into it, or acquire all or substantially all the properties or assets of any other person; or

(c) Enter into any arrangement, directly or indirectly, with any person whereby the Company or any subsidiary shall sell or transfer any property, real or personal, and used and useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property which the Company or such subsidiary intends to use for substantially the same purpose or purposes as the property being sold or transferred; *provided*, *however*, that notwithstanding anything to the contrary contained in clauses (a) or (b) of this Section 8.04, a wholly-owned subsidiary and such wholly-owned subsidiary may sell, lease or transfer all or a substantial part of its assets to the Company or another wholly-owned subsidiary and the Company may acquire all or substantially all of the properties and assets of the subsidiary to be merged into, or consolidated with, it or so to be sold, leased, or transferred to it.

Section 8.05. Conditional Sales, etc. Incur any obligations under, or purchase or otherwise acquire any property subject to, any conditional sale or title retention agreement.

Section 8.06. Investments, etc. Purchase or hold beneficially any stock, other securities or evidences of indebtedness of, make or permit to exist any loans or advances to, or make any investment or acquire any interest whatsoever in, any other person, except that the Company or any subsidiary may invest in direct obligations of the United States Government maturing within one year from the date of acquisition thereof.

Section 8.07. Sale of Receivables. Sell, assign or discount any of its accounts receivable or any promissory note held by it, with or without recourse, other than the discount of such notes in the ordinary course of business for collection.

Section 8.08. Leases. Incur, create or assume any commitments to make any direct or indirect payment whether as rent or otherwise, under any lease, rental or other arrangement for the use of property of any other person, if immediately thereafter the aggregate of such payments to be made by the Company and its subsidiaries shall exceed $30,000 in any consecutive twelve-month period.

Section 8.09. Dividends. Declare or pay any dividend (other than dividends payable solely in shares of its capital stock) on, or make any other distribution with respect to (whether by reduction of capital or otherwise), any shares of its capital stock, or purchase, redeem, retire or otherwise acquire for value any shares of its capital stock; provided, however, that the Company shall be allowed to pay a dividend to Jenkins Holding, Inc. in an amount not to exceed $220,000 per annum, said dividend being paid in order for Jenkins Holding, Inc. to retire the indebtedness it has incurred in purchasing the stock of the Company.

Section 8.10. Consolidated Net Current Assets. Permit consolidated net current assets to be less than $1,250,000 or the ratio of consolidated current assets to consolidated current liabilities to be less than 2 to 1.

Section 8.11. Consolidated Tangible Net Worth. Permit consolidated tangible net worth to be less than $2,000,000 or permit the ratio of consolidated total liabilities to consolidated tangible net worth to be more than 2 to 1; provided, however, that, upon the disposition of the property and equipment owned by the Company in Atlanta, Georgia it will not permit consolidated tangible net worth to be less than $800,000, or permit the ratio of consolidated total liabilities to consolidated tangible net worth to be more than 2 to 1.

Section 8.12. Officer Loans or Advances. Make loans or advances of salary to any officer or employee of the Company in excess of an aggregate of $10,000 per fiscal year.

IX. EVENTS OF DEFAULT

The occurrence of any one of the following events shall constitute an event of default hereunder:

(a) Any representation or warranty made by the Company in this Agreement or made after the execution of this Agreement to the Bank shall prove to be false or misleading any material respect;

(b) Any report, certificate, financial statement or any other instrument furnished in connection with this Agreement or the loan hereunder shall be false or misleading in any material respect;

(c) Default in the payment of the principal and of interest on the Note, as and when the same are due and payable;

(d) Default in the payment of any indebtedness, other than the Note, to the Bank by the Company when due or the performance of any other obligation incurred in connection with any indebtedness for borrowed money of the Company, if the effect of such default is to accelerate the maturity of such indebtedness or to permit the holder thereof to cause such indebtedness to become due prior to its stated maturity or any such indebtedness shall not be paid when due;

(e) Default in the due observance or performance of any other covenant, condition or agreement on the part of the Company to be observed or performed pursuant to the terms of Article VIII hereof;

(f) Default in the due observance or performance of any other covenant, condition or agreement on the part of the Company to be observed or performed pursuant to the terms of this Agreement and such default shall continue unremedied for 30 days after receipt of written notice thereof to the Company by the Bank;

(g) The Company shall:

(i) Apply for or consent to the appointment of a receiver, trustee or liquidator of the Company or any of its property or assets;

(ii) Admit in writing its inability to pay its debts as they mature;

(iii) Make a general assignment for the benefit of creditors;

(iv) Be adjudicated a bankrupt or insolvent; or

(v) File a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or file an answer admitting the material allegations of a petition filed against it in any proceeding under any such law or if corporate action shall be taken by the Company, for the purpose of effecting any of the foregoing.

(h) An order, judgment or decree shall be entered, without the application, approval or consent of the debtor by any court of competent jurisdiction, approving a petition seeking reorganization of the Company, or of all or a substantial part of the property or assets of the Company or appointing a receiver, trustee or liquidator of the Company and such order, judgment or decree shall continue unstayed and in effect for any period of 60 days; or

(i) Final judgment for the payment of money in excess of $25,000 shall be rendered against the Company and the same shall remain undischarged for a period of 30 days during which execution shall not be effectively stayed;

then, at any time thereafter during the continuance of any such event, the Bank may, by written notice to the Company, take either or both of the following actions, at the same or different times: (a) terminate forthwith the commitments of the Bank hereunder, and/or (b) declare the Notes to be forthwith due and payable, whereupon the Notes shall become forthwith due and payable, both as to principal and interest, without presentment, demand, protest, or other notice of any kind, all of which are hereby expressly waived, anything contained herein or in the Note to the contrary notwithstanding. <u>The loan made hereunder is a demand loan and the Bank shall have the right, as called for under the Note, to demand full payment of the loan, together with all interest accrued thereon, whether or not an event of default has occurred</u>.

X. <u>THE BANK</u>

The Bank may execute any of its duties hereunder by or through its agents, officers or employees and shall be entitled to rely upon the advice of counsel as to its duties.

XI. <u>DEFINITIONS</u>

For the purposes hereof:

(a) Each accounting term not defined herein shall have the meaning given to it under generally-accepted accounting principles applied on a consistent basis;

(b) "Consolidated net current assets" shall mean (i) the aggregate amount of all current assets of the Company and its subsidiaries, provided, however, that in no event shall current assets include any deferred assets, other than prepaid items such as insurance, taxes, interest, commissions, rents, royalties and similar items, less (ii) the aggregate amount of all current liabilities of the Company and its subsidiaries;

(c) "Consolidated tangible net worth" shall mean (i) the aggregate amount of all assets of the Company and its subsidiaries as may properly be classified as such, other than goodwill and such other assets as are properly classified as "intangible assets," less (ii) the aggregate amount of all liabilities of the Company and its subsidiaries. In determining the value of assets hereunder, investments in companies other than subsidiaries shall be taken at cost or fair market value, whichever is less;

(d) "Indebtedness" shall mean all items which would properly be included on the liability side of a balance sheet as at the date of which "indebtedness" is to be determined;

(e) "Person" shall include natural persons, corporations (which shall be deemed to include business trusts), associations, companies and partnerships;

(f) "Subsidiary" shall mean any corporation of which more than 50% of the voting stock (other than directors' qualifying shares) entitling the holders thereof to elect a majority of the board of directors, managers or trustees thereof, at the time is owned or controlled, directly or indirectly, by the Company or one or more subsidiaries of the Company;

(g) "Title retention agreement" shall include, without limitation, any agreement for lease of property by the Company where the rental or other payments are calculated to amortize substantially all of the cost of the property (except for estimated salvage value) over the terms of the agreement or lease;

(h) "Voting stock" shall mean the shares of any class of capital stock of a corporation having ordinary voting power to elect the directors, managers or trustees thereof (irrespective of whether or not at the time stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingencies); and

(i) "Wholly-owned subsidiary" shall mean any corporation of which all the voting stock (other than directors' qualifying shares) at the time is owned or controlled, directly or indirectly, by the Company or one or more subsidiaries of the Company.

XII. MISCELLANEOUS

Section 12.01. Any notice shall be conclusively deemed to have been received by a party hereto and be effective on the day on which delivered to such party at the address set forth below (or at such other address as such party shall specify to the other parties in writing) or if sent by registered mail, on the third business day after the day on which mailed, addressed to such party at said address:

(a) If to the Bank, at Post Office Box 431, 32 Commerce Street, Montgomery, Alabama 36195; and

(b) If to the Company, at Post Office Box 91, Montgomery, Alabama 36101.

Section 12.02. All covenants, agreements, representations and warranties made herein and in the certificates and documents delivered pursuant hereto shall survive the making by the Bank of the loan herein contemplated and the execution and delivery to the Bank of the Note evidencing such loan and shall continue in full force and effect so long as the Note is outstanding and unpaid. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of the Company which are contained in this Agreement shall bind and inure to the benefit of the successors and assigns of the Bank. All covenants, agreements, representations and warranties made herein and in certificates or reports delivered pursuant hereto shall be deemed to have been material and relied upon by the Bank, notwithstanding any investigation made by or on behalf of the Bank and shall survive the execution and delivery to the Bank of any note.

Section 12.03. If the transaction contemplated by this Agreement shall be consummated or if it is not consummated through no fault of the Bank, the Company will bear all expenses (including fees and expenses of counsel for Bank) in connection with the preparation of the Agreement, the instruments provided for herein and the issuance and delivery of the Note to the Bank and also in connection with any modification thereto. If, at any time or times hereafter, including, without limitation, upon an event of default hereunder, the Bank employs counsel to advise or provide other representation with respect to the Agreement, or to collect the balance of the loan, or to take any action in or with respect to any suit or proceeding relating to this Agreement, or to protect, collect or liquidate any of the security for the loan or attempt to enforce any security interest or lien granted to the Bank by the Company; then, in any such events, all of the reasonable attorney's fees arising from such services and any expenses, costs and charges relating thereto shall constitute additional obligations of the Company to the Bank, payable on demand of the Bank. Without limiting the foregoing, the Company shall pay or reimburse the Bank for all recording and filing fees, revenue stamps, taxes or other expenses and charges payable in connection with this Agreement or the filing of any financing statements or other instruments required by the Bank pursuant to this Agreement.

Section 12.04. This Loan Agreement and the Note shall be construed in accordance with and governed by the laws of the State of Alabama.

Section 12.05. Neither any failure nor any delay on the part of the Bank in exercising any right, power or privilege hereunder or under the Note shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise or the exercise of any other right, power or privilege.

Section 12.06. The term "business day" shall mean any day not a Saturday, Sunday or legal holiday in the State of Alabama. Should any installment of the principal of or interest on any of the Note becomes due and payable on other than a business day, the maturity thereof shall be extended to the next succeeding business day, and, in the case of an installment of the principal, interest shall be payable thereon at the rate per annum herein specified during such extension.

Section 12.07. No modification, amendment or waiver of any provision of this Agreement, the Note nor consent to any departure by the Company or any of its subsidiaries therefrom shall in any event be effective, unless the same shall be in writing and signed by the Bank and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Company in any case shall entitle the Company to any other or further notice or demand in the same, similar or other circumstances.

Section 12.08. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but when taken together shall constitute but one agreement. This Agreement shall be effective when counterparts which, when taken together, bearing the signatures of all parties hereto, shall have been delivered to the Bank and the Company.

Section 12.09. This Agreement and the instruments referred to herein supersede and incorporate all representations, promises and statements, oral or written, made in connection with the loan. This Agreement may not be varied, altered or amended except by written instrument executed by an authorized officer of the Bank.

IN WITNESS WHEREOF, the Company and the Bank have caused this Agreement to be duly executed by their duly authorized officers, all as of the day and year first above written.

[S E A L]

ATTEST:

By:
Its Secretary

COMPANY:

JENKINS BRICK COMPANY

By:
Its President

[S E A L]

ATTEST:

By: Donna Wesson
Its Secretary

BANK:

AMSOUTH BANK N.A.

By:
Its Vice President

JENKINS HOLDING:

JENKINS HOLDING, INC.

By:
Its President

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BALCH & BINGHAM

ATTORNEYS AND COUNSELORS
POST OFFICE BOX 306
BIRMINGHAM, ALABAMA 35201
(205) 251-8100

600 NORTH 18TH STREET
BIRMINGHAM, ALABAMA 35203
TELECOPIER (205) 252-0420

FINANCIAL CENTER OFFICE
SUITE 700
505 NORTH 20TH STREET
BIRMINGHAM, ALABAMA 35203
TELECOPIER (205) 252-4074

MONTGOMERY OFFICE
THE WINTER BUILDING
2 DEXTER AVENUE
COURT SQUARE
POST OFFICE BOX 78
MONTGOMERY, ALABAMA 36101
(205) 834-6500

OF COUNSEL
D. PAUL JONES, JR.
EDWIN W. FINCH, III

February 6, 1985

AmSouth Bank, N.A.
32 Commerce Street
Montgomery, Alabama 36195

Gentlemen:

This opinion is furnished to you pursuant to Section 4.02 of the Loan Agreement dated as of the date hereof (the "Agreement") between you and Jenkins Brick Company, an Alabama corporation (the "Company"), relating to a loan by you to the Company to be evidenced by a promissory note of the Company in the principal amount of $1,500,000, being delivered concurrently with the delivery of the Agreement. The terms defined in the Agreement, when used herein, have the meaning so defined.

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We have acted as counsel for the Company and as such we are generally familiar with its affairs. We have acted as such counsel in connection with the execution and delivery of the Agreement. We have examined all such documents, certificates and papers, including, without limitation, the Agreement, the note, the instruments evidencing security for the loan as provided for in the Agreement, and have made such examination of law as we have deemed necessary to enable us to render the opinions expressed below.

Based on the foregoing, we are of the opinion that:

1. The Company has no subsidiaries. All of the stock of the Company is owned by Jenkins Holding, Inc. (the "Holding Company"). The Company and the Holding Company are both corporations duly organized, validly existing and in good standing under the laws of the State of Alabama, with corporate powers or authority adequate for the carrying on of the business now conducted by them and the execution, delivery and performance of the Agreement, the note and the

other instruments referred to in the Agreement. All of the outstanding capital stock of the Company and the Holding Company has been duly authorized and issued, is validly outstanding, fully paid and non-assessable.

2. The Company is duly qualified to do business in Georgia and Florida. It is in good standing in such jurisdictions.

3. The loan called for in the Agreement and the granting of a security interest in and an assignment of the Company's assets and the mortgaging of the Company's real estate as provided in the Agreement to secure such loan have been duly authorized by all requisite corporate action by the Company.

4. The Agreement, the note and the instruments referred to in the Agreement have been duly authorized, executed and delivered on behalf of the Company and, subject to laws of general application affecting the rights and remedies of creditors, are enforceable against the Company in accordance with their respective terms.

5. The execution and delivery of the Agreement, the note and the instruments referred to in the Agreement do not, and, in compliance with their respective terms, will not, contravene any provision of law or regulation, or of the Articles of Incorporation or By-laws of the Company, as in effect on the date hereof, or of any agreement, instrument, lease or financing arrangement to which the Company is a party or by which it is bound and of which we are aware.

6. To the best of our knowledge, there is no action, suit or proceeding at law or in equity pending or threatened against the Company or its properties, nor are there any proceedings by any administrative agency presently pending or threatened against the Company, which, if adversely determined, would have a material adverse effect upon the Company or its business.

7. No approval or authorization, not previously obtained, of any Federal, state, municipal or other governmental commission, board or agency is necessary for the issuance of the note or the execution and delivery of the Agreement or any of the instruments referred to in the Agreement.

Yours very truly,

Balch & Bingham

Exhibit "D" to Subordination and Release Agreement

AmSOUTH NOTE

PROMISSORY NOTE

$1,500,000.00 Montgomery, Alabama

February 6, 1985

FOR VALUE RECEIVED, the undersigned, Jenkins Brick Company, an Alabama corporation (hereinafter referred to as "Borrower"), promises to pay to the order of AmSouth Bank N.A., its successors and assigns (hereinafter sometimes, together with any other holder of this note, called "Holder"), at any office of Holder or at such other place as Holder may from time to time designate the sum of One Million, Five Hundred Thousand and no/100 Dollars ($1,500,000.00), plus interest from the date hereof until maturity, at the rate of one percent (1%) in excess of the prime rate of AmSouth Bank N.A., and in effect from time to time during the term of this note. Interest will be computed on the basis of a 360-day year.

The Borrower hereby agrees to repay principal and interest on demand.

Provided that the Holder has not demanded payment of the principal and interest due under the note, then Borrower agrees to repay principal and interest as follows:

(a) Interest only from the date of this note until May 15, 1985.

(b) On May 15, 1985, the Borrower shall pay all accrued interest due and begin making monthly principal payments of Twenty-Five Thousand and no/100 Dollars ($25,000.00) and on the 15th day of each month thereafter, together with interest. Interest shall accrue on the loan at the <u>per annum</u> rate of one percent (1%) in excess of the AmSouth prime rate on the unpaid balance. However, in order to accommodate the Borrower and allow for a level payment due on May 15, 1985 and on the 15th day of each month thereafter, the Borrower shall pay interest based upon the interest rate due on the loan on the 15th day of May of each year and shall make the same interest payment for the succeeding twelve (12) months until the following May 15. On May 15 of each year in which the loan remains unpaid and in which the rate of interest due on the loan has changed during the preceding twelve (12) months, there shall be an adjustment due. In the event that the Borrower has overpaid on the interest due on the loan, then on May 15 of each year such overpayment shall be credited to the principal due on the loan. In the event that the Borrower has underpaid on the interest due on the loan, then on May 15 of each year in which the loan remains unpaid, the Borrower shall make a lump sum payment on May 15 on the interest that is due. The interest rate used to calculate the interest that shall be paid each month on the loan shall be determined by the Holder on the 15th day of

May during each year that the loan remains unpaid. The Borrower agrees that interest shall accrue on the loan at the per annum rate of one percent (1%) in excess of the AmSouth prime rate with the interest rate changing as and when the AmSouth prime rate changes.

The Borrower shall have the right at any time and from time to time to prepay any or all of the principal outstanding under the loan without penalty or premium. All prepayments or partial prepayments over and above the existing scheduled reduction amounts shall be applied first to interest and then to principal; provided, however, that each partial prepayment shall be in a principal amount which is an integral multiple of One Thousand and no/100 Dollars ($1,000.00).

This note is referred to in and is entitled to the benefits of that certain Loan Agreement of even date between Borrower and Holder.

This note is secured by the security set forth and referred to in said Loan Agreement, the security set forth and identified under Security Agreements executed on even date, and under certain specific mortgages executed on even date.

In the event of default in the payment of any one or more installments of principal or interest which may become due hereunder, when and as the same fall due, or the failure of any maker, endorser, surety or guarantor hereof (hereinafter called the "Obligors") to pay when due or perform any of the Obligations (meaning thereby this note and any and all renewals and extensions thereof and all other liabilities and indebtedness of the Borrower to Holder, now existing or hereafter incurred or arising, direct or indirect, and however incurred) or any part thereof or the failure of any Obligor to pay when due any other liability to Holder, in the event a default occurs under the terms of any loan agreement or other instrument (other than this note) or other document evidencing, securing, or executed in connection with all or any part of the Obligations, or in the event Holder shall in good faith deem itself insecure for any reason, or on the happening of any one or more of said events, Holder shall have the right at its election and without notice to any Obligor to declare the Obligations immediately due and payable with interest to date. No delay in making such election shall be construed to waive the right to make such election. Holder may note the fact of acceleration hereon without stating the ground therefor, and whether or not noted hereon such election to accelerate shall be effective. In the event of death of, insolvency of, general assignment by, judgment against, filing of petition of bankruptcy by or against, filing a petition for the reorganization of, filing of application in any court of receiver for, or issuance of a writ of garnishment or attachment in a suit or action against any Obligor or against any of the assets of any Obligor, or on the happening of any one or more of said events, the Obligations shall immediately become due and payable with interest to date unless Holder shall on notice of such event elect to waive such acceleration by written notation hereon. Upon any such acceleration, whether automatic or at the election of Holder, both principal and accrued interest shall bear interest from the accelerated date of maturity at a rate of interest equal to two percent (2%) in excess of the rate of interest this note would bear if it were not in default, unless such rate would be usurious, in which case the note will continue to bear interest at the rate hereinafter provided.

Each of the Obligors hereby severally (a) waives as to this debt or any renewal or extension thereof all rights of exemption under the Constitution or laws of Alabama or any other state as to personal property; (b) waives demand, presentment, protest, notice of protest, notice of dishonor, suit against any party and all other requirements necessary to hold him; (c) agrees that time of payment may be extended or renewal notes taken or other indulgence granted without notice of or consent to such action and without release of liability as to any Obligor; (d) as to all or any part of the Obligations, consents to Holder's releasing, agreeing not to sue, suspending the right to enforce this instrument against or otherwise discharging or compromising any Obligation of any Obligor or other person whom any Obligor has to the knowledge of Holder a right of recourse, all without notice to or further reservations of rights against any Obligor, and all without in any way affecting or releasing the liability of any Obligor; (e) consents to Holder's releasing, exchanging or otherwise dealing in any manner with all or any portion of any collateral, lien, or right of set-off which may now or hereafter secure this note, all without notice to or further reservations of rights against any Obligor, and all without in any way affecting or releasing the liability of any Obligor, even though such release, exchange or other dealing may in any manner and to any extent impair any such collateral, lien or right of setoff; (f) agrees to pay all costs of collecting or securing or attempting to collect or secure this note or defending any unsuccessful claim asserted against the Holder in connection with this note, including reasonable attorneys' fees; provided, however, that if this note is subject to §5-19-10 of the Code of Alabama 1975, attorneys' fees shall be limited to fifteen percent (15%) of the unpaid balance of the debt after default, and no attorneys' fees shall be payable if the original amount financed does not exceed Three Hundred and no/100 Dollars ($300.00); and (g) warrants that this loan is for business, commercial or agricultural purposes.

In addition to all liens upon, and rights of setoff against, any moneys, securities or other property of any of the Obligors given to Holder by law, Holder shall have a lien upon and a right of setoff against all moneys, securities and other property of any of the Obligors now or hereafter in the possession of, or on deposit with, Holder whether held in a general or special account or deposit, for safekeeping, in trust or otherwise; and every such lien and right of setoff may be exercised without demand upon or notice to any Obligor, and the Bank shall have no liability with respect to any of Obligor's checks or other items which may be returned or other funds transfers which may not be made due to insufficient funds thereafter.

Neither any failure nor any delay on the part of Holder in exercising any right, power or privilege under this note shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise or the exercise of any other right, power or privilege. No modification, amendment or waiver of any provisions of this note shall be effective unless in writing and signed by a duly authorized officer of holder, and then the same shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Obligor in any case shall entitle any Obligor to any other or further notice or demand in the same, similar or other circumstances.

Any provision of this note which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provision hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

The provisions of this note shall be binding upon the heirs, successors and assigns of each Obligor, except that no Obligor may assign or transfer his, her or its obligation hereunder without the written consent of Holder, and shall inure to the benefit of Holder, its successors and assigns.

All rights, powers and remedies of Holder under this note and now or hereafter existing at law, in equity or otherwise shall be cumulative and may be exercised successively or concurrently.

This note shall be construed in accordance with and governed by the laws of the State of Alabama.

This agreement is executed under seal by the Borrower.

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

{SEAL}

Attest:

Its Secretary

JENKINS BRICK COMPANY, an Alabama corporation

By:

Its President

BORROWER

Exhibit "E" to Subordination and Release Agreement

AmSOUTH SECURITY

THIS INSTRUMENT PREPARED BY: Walter M. Beale, Jr.
Balch & Bingham
600 North 18th Street
Birmingham, Alabama 35203

STATE OF ALABAMA)
)
COUNTIES OF MONTGOMERY)
AND SHELBY)

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the undersigned Jenkins Brick Company, an Alabama corporation (hereinafter called "Mortgagors", whether one or more), are, contemporaneously with the execution hereof, becoming indebted to AmSouth Bank N.A. (hereinafter referred to as the "Bank") on a loan in the sum of One Million Five Hundred Thousand and No/100 Dollars ($1,500,000.00) principal, as evidenced by a promissory note of even date herewith, payable to the Bank with interest thereon, on demand (hereinafter "Note"); and

WHEREAS, said Mortgagors may hereafter become indebted to the Bank or a subsequent holder of this Mortgage on loans or otherwise (said Bank and any subsequent holder of this Mortgage being referred to herein as "Mortgagee"); and

WHEREAS, it is desired by the parties to secure said principal amount with interest, and all renewals, extensions or modifications thereof, and any and all other additional indebtedness of Mortgagors to Mortgagee, now existing or hereafter arising, whether joint or several, due or to become due, absolute or contingent, direct or indirect, liquidated or unliquidated, and all renewals, modifications or extensions thereof, and whether incurred or given as maker, endorser, guarantor or otherwise (all of which additional indebtedness is hereinafter referred to as "Other Indebtedness").

NOW, THEREFORE, the undersigned Mortgagors and all others executing this Mortgage, in consideration of making the loan or loans above mentioned, and to secure the prompt payment of same, with the interest thereon, and any extensions, renewals or modifications of same, and any and all charges herein incurred by Mortgagee on account of Mortgagors, including but not limited to attorney's fees, and any and all Other Indebtedness of Mortgagors to Mortgagee as set forth above, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth and set forth in the Note, and as may be set forth in any other instruments evidencing, securing or given in connection with the Note or Other Indebtedness of Mortgagors to Mortgagee, have bargained and sold and do hereby grant, bargain, sell and convey unto the said Mortgagee, its successors and assigns, the following described land, real estate, buildings, improvements and fixtures (which together with any additional such property hereafter acquired by the Mortgagors and subject to the lien of this Mortgage, or intended to be so, as the same may be from time to time constituted is hereinafter referred to as the "Property") to-wit:

(a) All that tract or parcel or parcels of land particularly described in Schedule "A" attached hereto and made a part hereof.

(b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the property described in Schedule "A", and all fixtures, fittings and building materials, of every nature whatsoever now or hereafter owned by the Mortgagors and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing.

TOGETHER with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagors, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Mortgagors of, in and to the same, including but not limited to:

(a) All rents, profits, issues and revenues of the Property from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Mortgagors, however, so long as Mortgagors are not in default hereunder, the right to receive and retain the rents, issues and profits thereof; and,

(b) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Mortgagee is hereby authorized on behalf and in the name of Mortgagors to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Mortgagee may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorney's fees, on the indebtedness secured hereby in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released.

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PROVIDED, HOWEVER, that these presents are upon the condition that, if the Mortgagors shall pay or cause to be paid to the Mortgagee the principal and interest payable in respect to the Note, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by the Mortgagors, and shall pay all charges incurred herein by Mortgagee on account of Mortgagors, including, but not limited to attorney's fees, and shall pay any and all Other Indebtedness of Mortgagors to Mortgagee, and shall keep, perform and observe all and singular the covenants, conditions and agreements in the Note, and in this Mortgage, and in any other instruments evidencing, securing or given in connection with the Note or Other Indebtedness of Mortgagors to Mortgagee, expressed to be kept, performed, and observed by or on the part of the Mortgagors, all without fraud or delay, then this Mortgage, and all the properties, interest and rights hereby granted, bargained, and sold shall cease, determine and be void, but shall otherwise remain in full force and effect.

Upon the happening of a default in the payment of the Note, or of any installment thereof, principal or interest, when due, or upon the happening of a default in the payment of any Other Indebtedness, obligation or liability hereby secured, or any renewals, extensions, or modifications thereof when due, or upon default in the performance of any of the covenants, conditions or agreements in the Note, or in this Mortgage, or in any other instruments evidencing, securing or given in connection with the Note or Other Indebtedness of Mortgagors to Mortgagee, or should the interest of said Mortgagee or assigns in said Property become endangered by reason of the enforcement of any prior lien or encumbrance thereon or otherwise, so as to endanger the security hereby given, or should the Mortgagors, or any endorser, surety or guarantor of the Note or Other Indebtedness of Mortgagors to Mortgagee, file, or have filed against any one of them, a petition under any provision of any federal or state law pertaining to bankruptcy, insolvency, or any other law for relief of debtors, including but not limited to, proceedings for liquidation, adjustment of debts, reorganization, or any filing of any plan, composition or arrangement under any such law, or seek or acquiesce in a general assignment or any other arrangement for the benefit of creditors, Mortgagee may, at its option, declare all indebtedness, Other Indebtedness, obligations, and liabilities secured hereby to be immediately due and payable, and the Mortgagors hereby vest the Mortgagee with full power and authority to sell said Property at public auction at the front door of the courthouse of the county or counties in which all or a portion of said Property is located, as Mortgagee may elect, subject to the provisions of any applicable law. Such sale may be in lots or parcels or en masse as Mortgagee's agents, auctioneer or assigns deem best, for cash, to the highest bidder, after first giving notice of the time, place and terms of such sale, together with a description of the Property to be sold, by publishing the same once a week for three (3) consecutive weeks in a newspaper published in the county or counties and state in which all or a portion of said Property is located. Mortgagee has full power and authority to make proper conveyance to the purchaser and to apply the proceeds of said sale: First, to the payment of the expenses of such sale including advertising, selling and conveying, including reasonable attorney's and auctioneer's fees; second, to the payment of any and all debts, obligations and liabilities hereby secured, principal and interest, whether such debts, obligations or liabilities be then due or not, and any amount that may be due the Mortgagee by virtue of any of the special liens or agreements herein declared; and, lastly, the surplus, if any, to be paid over to the party or parties appearing of record to be the owner of the Property at the time of the sale after deducting any expense of ascertaining who is such owner, or to be paid as otherwise required by law. The said Mortgagee may, at any sale made under this Mortgage, become the purchaser of said Property, or any part thereof or interest therein, like a stranger thereto, in which event the auctioneer making the sale shall make the deed in the name of the Mortgagors, and all recitals made in any deed executed under this Mortgage shall be evidence of the facts therein recited.

The Mortgagors, their heirs, successors, assigns, executors and administrators, hereby covenant with the Mortgagee, its successors and assigns, that they are seized of an indefeasible estate in fee simple in and to said Property, that said Property is free from all liens and encumbrances except as may be set forth on Schedule A hereto, and that they will forever warrant and defend the title thereto and the quiet use and enjoyment thereof unto the said Mortgagee, its successors and assigns, and unto the purchaser at any such sale, against the lawful claims of all persons whomsoever.

The Mortgagors further expressly agree and covenant as follows:

1. Mortgagors shall pay the Note and all Other Indebtedness of Mortgagors to Mortgagee, and all installments of principal and interest thereon, when they respectively fall due.

2. Mortgagors shall keep any buildings now or hereafter erected on said Property in good repair, and insured against fire and windstorm, and such other risks as Mortgagee may designate, with policies, forms and companies satisfactory to Mortgagee, such policies to be made payable to the Mortgagee as its interests may appear, and deposited with the Mortgagee. Such policies shall be in an amount as may be required by the Mortgagee, but Mortgagee shall not require insurance exceeding the value of said buildings, and other improvements.

3. Mortgagors shall keep the improvements situated on the Property in a good state of repair and shall not commit or permit waste of the Property, or remove any fixtures.

4. Mortgagors shall pay promptly all taxes, assessments, liens and other charges which are now, or may become effective against said Property before the same become delinquent, together with all penalties, costs, and other expenses incurred, or which may accrue, in connection therewith.

5. If it shall become necessary to employ an attorney to collect the debt or any of the indebtedness or Other Indebtedness hereby secured, or any portion thereof, or to foreclose this Mortgage by sale under the powers herein contained, or by an action at law or other judicial or administrative proceedings, then the said Mortgagors shall pay and allow a reasonable attorney's fee.

6. Mortgagors shall maintain possession of the Property above described, subordinate to the rights of the Mortgagee, and in the event of litigation arising over the title to, or possession of said Property, the Mortgagee may prosecute or defend said litigation.

7. If the said Mortgagors fail to perform any of the duties herein specified, the Mortgagee may perform the same, including but not limited to payment of insurance premiums, taxes, liens and other charges.

8. The Mortgagee may advance to said Mortgagors such monies as may be necessary to discharge any liens of any character now or hereafter placed against said Property, or to pay for any work done upon said Property, or materials furnished to said Property.

9. The Mortgagee shall have an additional lien upon said Property, secured by this Mortgage, for any sums expended or advanced by Mortgagee pursuant to the provisions of paragraphs 5 through 8 above, together with interest thereon, and all such sums expended or advanced shall bear interest

at the rate set forth in the Note unless otherwise agreed by Mortgagee and Mortgagor, and shall be immediately due and payable.

10. Mortgagors shall not sell or otherwise transfer or dispose of the Property without the prior written consent of the Mortgagee. Upon any such sale, transfer or disposition of the Property without the prior written consent of Mortgagee, Mortgagee may, at its option, declare all indebtedness, Other Indebtedness, obligations, and liabilities secured hereby to be immediately due and payable.

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

12. No delay or omission of the Mortgagee or of any holder of the Note to exercise any right, power or remedy under this Mortgage, or the Note, or any other instrument, upon any default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such default, or acquiescence therein. No waiver of any default hereunder shall extend to or shall affect any subsequent or any other then existing default or shall impair any rights, powers or remedies consequent thereon.

13. All rights, powers and remedies of Mortgagee herein shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute. In the event that any one or more of the terms or provisions of this Mortgage or of the Note 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.

14. This Mortgage creates a lien on the fixtures of the Mortgagors located on the real property described on Schedule A hereto and it shall constitute a security agreement under the Alabama Uniform Commercial Code. Mortgagors covenant and agree to execute, file and refile such financing statements, continuation statements or other documents as Mortgagee shall require from time to time with respect to such fixtures. If an Event of Default occurs, the Mortgagee shall have all rights and remedies of a secured party under the Alabama Uniform Commercial Code.

15. This Mortgage is given under the seal of all parties hereto, and it is intended that this Mortgage is and shall constitute and have the effect of a sealed instrument according to law.

IN WITNESS WHEREOF, said Mortgagors have caused this instrument to be executed on this the 6 day of February, 1985.

MORTGAGORS:

ATTEST:

By ______________________
Its Secretary

JENKINS BRICK COMPANY

By ______________________
Its President

Mortgagors' Address:
P. O. Box 91
Montgomery, Alabama 36101

Mortgagee's Address:
P. O. Box 431
32 Commerce Street
Montgomery, Alabama 36195

STATE OF ALABAMA)

COUNTY OF Mont.)

I, Christine R. Mizzuno, a Notary Public in and for said County in said State, hereby certify that J. M. Jenkins, whose name as President of Jenkins Brick Company, a 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 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 this the 6th day of February, 1985.

Christine R. Mizzuno
Notary Public

My commission expires: 5/14/88

NOTARIAL SEAL

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EXHIBIT "A"

PARCEL 1: A certain parcel or tract of land lying and being situate in Section 6, Township 16 North, Range 18 East, in the City of Montgomery, Montgomery County, Alabama, and being more particularly described as follows: Starting at the Northeast corner of Section 6, Township 16 North, Range 18 East, and thence going westerly along the northerly line of said Section 6, 1328 feet to an iron rail; thence at an angle of 85°50' to the left, in a southerly direction 546.15 feet to the point of beginning; thence continuing in a southerly direction 756.35 feet to an iron rail; thence at an angle of 85° 51' to the right in a westerly direction 1153 feet to a point in the easterly line of French Street; thence at an angle of 94°19' to the right along an extension to said easterly line of French Street northerly, 756.35 feet; thence at an angle of 85°41' to the right in an easterly direction 1150.7 feet to the point of beginning.

PARCEL 2: Beginning at a point on the West side of North Court Street 1989 feet, more or less, north of the south line of Section 36, T17, R17, said point of beginning being the northeast corner of what is known as the F. S. Royster Guano Company property, as shown by deed recorded in the Office of the Judge of Probate of Montgomery County, Alabama, in Deed Book 76, at Page 414; thence running north along the west side of said North Court Street, 300 feet, more or less, to the southeast corner of the property of J. R. Pratt, as shown by deed recorded in said Probate Office in Deed Book 339, at Page 442; thence West along the south line of said Pratt property 146 feet to the southwest corner thereof; thence north along the west side of said Pratt property 100 feet; thence east along the north side of said Pratt property and the prolongation thereof to the range line between ranges 17 and 18; thence north along said range line a distance of 750 feet, more or less, to the property formerly belonging to Cartwright and Winford; thence continuing north along said range line 425 feet; thence South 89°43' West 192.3 feet to a point in the East bank of the Alabama River; thence following the meanderings of said River bank in a southwesterly, westerly and northwesterly direction to the northeastern limits of Division Street; thence northwesterly along the High Bluff of the Alabama River and following the meanderings of said High Bluff, a distance of 1610 feet approximately to a stake on the High Bluff of said River; thence North 89°0' West a distance of 890 feet; thence South 57°15' West a distance of 480 feet; thence South 9°15' West a distance of 680 feet; thence South 76°45' East a distance of 625 feet; thence South 47°15' East a distance of 600 feet; thence South 16°15' East a distance of 730 feet to the intersection of the North and West side of an unopened street, known as Division

Street; thence South 53°15' East a distance of 60 feet to an iron pin on the South or East side of said Division Street, said point being 333 feet North and 483 feet West of the center of Section 36, T17, R17; thence South and parallel to the East line of the W 1/2 of said Section 36 and 483 feet West thereof, a distance of 1586.1 feet; thence southeasterly along the North right of way of the Belt Line Railroad to the North line of 8th Street; thence East along the North line of said 8th Street a distance of 830 feet to the northwest corner of 8th and Furnace Streets; thence north along the West line of said Furnace Streets, 498 feet; thence East and parallel to the North line of 8th Street 800 feet to the West line of Railroad Street; thence North along the West line of Railroad Street a distance of 179 feet; thence across Railroad Street and along the North property line of the Royster property referred to above a distance of 1260.4 feet to the point of beginning; said property lying in the NE 1/4, the NW 1/4, the N 1/2 of the SE 1/4, and the NE 1/4 of the SW 1/4, all in Section 36, T17, R17.

ALSO: All that certain piece, parcel or tract of land located in the S 1/2 of the NW 1/4 of Section 31, T17, R18, more particularly described as follows: Beginning at the southwest corner of the NW 1/4 of Section 31, T17, R18, and running thence North 89°57' East 356.4 feet along the east-west half section line; thence continuing along said half section line North 89°43' East 1314.3 feet to its point of intersection with the West right of way line of the Jackson Ferry Road, said right of way line being 30 feet west of the center line of said road; thence along said west right of way line North 01°51' East 154.1 feet; thence continuing North 180.85 feet; North 01°33' West 541.7 feet; thence leaving said west right of way line and running South 89°43' West 1661.0 feet to a point in the West line of said Section 31; thence south along said west line 875.0 feet to the point of beginning and containing 33.6 acres.

LESS AND EXCEPT: in the vicinity of the Southwest corner of the 33.6 acre parcel just described, the portion condemned by the State of Alabama for the Northern By-pass, as the same is more particularly described as Tract 103 in Real Property Book 23, commencing on Page 797, same having been condemned by Case No. 6859 in the Probate Court; said excepted parcel containing 4.50 acres, more or less.

ALSO LESS AND EXCEPT: therefrom any and all rights of way for public roads, sewerage, storm sewer easements and public utilities and less the liability of any consequences resulting from the change in the location thereof, whether or not any of said instruments may be set forth in this abstract.

PARCEL 3: Beginning at the intersection of the west side of Furnace Street and the south side of Sixth Street in the City of Montgomery, Alabama; thence South along the West side of Furnace Street a distance of 250.0 feet; thence west and parallel with Sixth Street a distance of 100.0 feet; thence North and parallel with Furnace Street a distance of 250.0 feet to the south side of Sixth Street; thence East along the South side of Sixth Street a distance of 100.0 feet to the point of beginning; the said land being in the southeast quarter of Section 36, T17N, R17E, Montgomery City and County, Alabama.

<u>PARCEL 4</u>: A parcel of land located in the SE 1/4 of SE 1/4 of Section 25, T19S, R3W, more particularly described as follows: Commence at the SW corner of said 1/4 - 1/4 Section; thence in a Northerly direction along the Westerly line of said 1/4 - 1/4 Section, a distance of 450.01 feet; thence 112°21' right, in a Southeasterly direction, a distance of 103.31 feet; thence 57°30'10" left, in a Northeasterly direction, a distance of 484.09 feet; thence 90° right, in a Southeasterly direction, a distance of 25.00 feet to the point of beginning; thence 90° left, in a Northeasterly direction, a distance of 246.44 feet to the beginning of a curve to the left, having a radius of 154.38 feet; thence in a Northeasterly direction along the arc of said curve, a distance of 47.23 feet; thence in a Southeasterly direction along a line radial to said curve, a distance of 204.64 feet; thence 101°09'15" right, in a Southwesterly direction, a distance of 175.56 feet; thence 9°47'39" left, in a Southwesterly direction, a distance of 147.17 feet; thence 90° right, in a Northwesterly direction, a distance of 225.40 feet to the beginning of a curve to the right, having a radius of 25 feet and a central angle of 106°10'09"; thence in a Northeasterly direction along the arc of said curve, a distance of 46.33 feet to end of said curve and the point of beginning, containing 1.61 acres. Situated in Shelby County, Alabama.

THIS INSTRUMENT PREPARED BY: Walter M. Beale, Jr.
Balch & Bingham
600 North 18th Street
Birmingham, Alabama 35203

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the undersigned Jenkins Brick Company, an Alabama corporation (hereinafter called "Mortgagors", whether one or more), are, contemporaneously with the execution hereof, becoming indebted to AmSouth Bank N.A. (hereinafter referred to as the "Bank") on a loan in the sum of One Million Five Hundred Thousand and No/100 Dollars ($1,500,000.00) principal, as evidenced by a promissory note of even date herewith, payable to the Bank with interest thereon, on demand (hereinafter "Note"); and

WHEREAS, said Mortgagors may hereafter become indebted to the Bank or a subsequent holder of this Mortgage on loans or otherwise (said Bank and any subsequent holder of this Mortgage being referred to herein as "Mortgagee"); and

WHEREAS, it is desired by the parties to secure said principal amount with interest, and all renewals, extensions or modifications thereof, and any and all other additional indebtedness of Mortgagors to Mortgagee, now existing or hereafter arising, whether joint or several, due or to become due, absolute or contingent, direct or indirect, liquidated or unliquidated, and all renewals, modifications or extensions thereof, and whether incurred or given as maker, endorser, guarantor or otherwise (all of which additional indebtedness is hereinafter referred to as "Other Indebtedness").

BOOK 017 PAGE 701

NOW, THEREFORE, the undersigned Mortgagors and all others executing this Mortgage, in consideration of making the loan or loans above mentioned, and to secure the prompt payment of same, with the interest thereon, and any extensions, renewals or modifications of same, and any and all charges herein incurred by Mortgagee on account of Mortgagors, including but not limited to attorney's fees, and any and all Other Indebtedness of Mortgagors to Mortgagee as set forth above, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth and set forth in the Note, and as may be set forth in any other instruments evidencing, securing or given in connection with the Note or Other Indebtedness of Mortgagors to Mortgagee, have bargained and sold and do hereby grant, bargain, sell and convey unto the said Mortgagee, its successors and assigns, the following described land, real estate, buildings, improvements and fixtures (which together with any additional such property hereafter acquired by the Mortgagors and subject to the lien of this Mortgage, or intended to be so, as the same may be from time to time constituted is hereinafter referred to as the "Property") to-wit:

(a) All that tract or parcel or parcels of land particularly described in Schedule "A" attached hereto and made a part hereof.

(b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the property described in Schedule "A", and all fixtures, fittings and building materials, of every nature whatsoever now or hereafter owned by the Mortgagors and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing.

TOGETHER with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagors, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Mortgagors of, in and to the same, including but not limited to:

(a) All rents, profits, issues and revenues of the Property from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Mortgagors, however, so long as Mortgagors are not in default hereunder, the right to receive and retain the rents, issues and profits thereof; and,

(b) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Mortgagee is hereby authorized on behalf and in the name of Mortgagors to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Mortgagee may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorney's fees, on the indebtedness secured hereby in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released.

PROVIDED, HOWEVER, that these presents are upon the condition that, if the Mortgagors shall pay or cause to be paid to the Mortgagee the principal and interest payable in respect to the Note, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by the Mortgagors, and shall pay all charges incurred herein by Mortgagee on account of Mortgagors, including, but not limited to attorney's fees, and shall pay any and all Other Indebtedness of Mortgagors to Mortgagee, and shall keep, perform and observe all and singular the covenants, conditions and agreements in the Note, and in this Mortgage, and in any other instruments evidencing, securing or given in connection with the Note or Other Indebtedness of Mortgagors to Mortgagee, expressed to be kept, performed, and observed by or on the part of the Mortgagors, all without fraud or delay, then this Mortgage, and all the properties, interest and rights hereby granted, bargained, and sold shall cease, determine and be void, but shall otherwise remain in full force and effect.

BOOK 017 PAGE 702

Upon the happening of a default in the payment of the Note, or of any installment thereof, principal or interest, when due, or upon the happening of a default in the payment of any Other Indebtedness, obligation or liability hereby secured, or any renewals, extensions, or modifications thereof when due, or upon default in the performance of any of the covenants, conditions or agreements in the Note, or in this Mortgage, or in any other instruments evidencing, securing or given in connection with the Note or Other Indebtedness of Mortgagors to Mortgagee, or should the interest of said Mortgagee or assigns in said Property become endangered by reason of the enforcement of any prior lien or encumbrance thereon or otherwise, so as to endanger the security hereby given, or should the Mortgagors, or any endorser, surety or guarantor of the Note or Other Indebtedness of Mortgagors to Mortgagee, file, or have filed against any one of them, a petition under any provision of any federal or state law pertaining to bankruptcy, insolvency, or any other law for relief of debtors, including but not limited to, proceedings for liquidation, adjustment of debts, reorganization, or any filing of any plan, composition or arrangement under any such law, or seek or acquiesce in a general assignment or any other arrangement for the benefit of creditors, Mortgagee may, at its option, declare all indebtedness, Other Indebtedness, obligations, and liabilities secured hereby to be immediately due and payable, and the Mortgagors hereby vest the Mortgagee with full power and authority to, 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 (a) to enforce payment of the Note or the performance of any term thereof or any right; (b) to foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property, as provided by law; and (c) to pursue any other remedy available to it, all as the Mortgagee shall deem most effectual for such purposes. The proceeds of said sale shall be applied: First, to the payment of the expenses of such foreclosure; second, to the payment of any and all debts, obligations and liabilities hereby secured, principal and interest, whether such debts, obligations or liabilities be then due or not, and any amount that may be due the Mortgagee by virtue of any of the special liens or agreements herein declared; and, lastly, the surplus, if any, to be paid over to the party or parties appearing of record to be the owner of the Property at the time of the sale after deducting any expense of ascertaining who is such owner, or to be paid as otherwise required by law. The said Mortgagee may, at any sale made under this Mortgage, become the purchaser of said Property, or any part thereof or interest therein, like a stranger thereto, in which event the auctioneer making the sale shall make the deed in the name of the Mortgagors, and all recitals made in any deed executed under this Mortgage shall be evidence of the facts therein recited.

The Mortgagors, their heirs, successors, assigns, executors and administrators, hereby covenant with the Mortgagee, its successors and assigns, that they are seized of an indefeasible estate in fee simple in and to said Property, that said Property is free from all liens and encumbrances except as may be set forth on Schedule A hereto, and that they will forever warrant and defend the title thereto and the quiet use and enjoyment thereof unto the said Mortgagee, its successors and assigns, and unto the purchaser at any such sale, against the lawful claims of all persons whomsoever.

The Mortgagors further expressly agree and covenant as follows:

1. Mortgagors shall pay the Note and all Other Indebtedness of Mortgagors to Mortgagee, and all installments of principal and interest thereon, when they respectively fall due.

2. Mortgagors shall keep any buildings now or hereafter erected on said Property in good repair, and insured against fire and windstorm, and such other risks as Mortgagee may designate, with policies, forms and companies satisfactory to Mortgagee, such policies to be made payable to the Mortgagee as its interests may appear, and deposited with the Mortgagee. Such policies shall be in an amount as may be required by the Mortgagee, but Mortgagee shall not require insurance exceeding the value of said buildings, and other improvements.

3. Mortgagors shall keep the improvements situated on the Property in a good state of repair and shall not commit or permit waste of the Property, or remove any fixtures.

4. Mortgagors shall pay promptly all taxes, assessments, liens and other charges which are now, or may become effective against said Property before the same become delinquent, together with all penalties, costs, and other expenses incurred, or which may accrue, in connection therewith.

5. If it shall become necessary to employ an attorney to collect the debt or any of the indebtedness or Other Indebtedness hereby secured, or any portion thereof, or to foreclose this Mortgage by sale under the powers herein contained, or by an action at law or other judicial or administrative proceedings, then the said Mortgagors shall pay and allow a reasonable attorney's fee.

6. Mortgagors shall maintain possession of the Property above described, subordinate to the rights of the Mortgagee, and in the event of litigation arising over the title to, or possession of said Property, the Mortgagee may prosecute or defend said litigation.

7. If the said Mortgagors fail to perform any of the duties herein specified, the Mortgagee may perform the same, including but not limited to payment of insurance premiums, taxes, liens and other charges.

8. The Mortgagee may advance to said Mortgagors such monies as may be necessary to discharge any liens of any character now or hereafter placed against said Property, or to pay for any work done upon said Property, or materials furnished to said Property.

9. The Mortgagee shall have an additional lien upon said Property, secured by this Mortgage, for any sums expended or advanced by Mortgagee pursuant to the provisions of paragraphs 5 through 8 above, together with interest thereon, and all such sums expended or advanced shall bear interest at the rate set forth in the Note unless otherwise agreed by Mortgagee and Mortgagor, and shall be immediately due and payable.

10. Mortgagors shall not sell or otherwise transfer or dispose of the Property without the prior written consent of the Mortgagee. Upon any such sale, transfer or disposition of the Property without the prior written consent of Mortgagee, Mortgagee may, at its option, declare all indebtedness,

[redacted] [redacted] [redacted]

other indebtedness, obligations, and liabilities secured hereby to be immediately due and payable.

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

12. No delay or omission of the Mortgagee or of any holder of the Note to exercise any right, power or remedy under this Mortgage, or the Note, or any other instrument, upon any default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such default, or acquiescence therein. No waiver of any default hereunder shall extend to or shall affect any subsequent or any other then existing default or shall impair any rights, powers or remedies consequent thereon.

13. All rights, powers and remedies of Mortgagee herein shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute. In the event that any one or more of the terms or provisions of this Mortgage or of the Note 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.

14. This Mortgage creates a lien on the fixtures of the Mortgagors located on the real property described on Schedule A hereto and it shall constitute a security agreement under the Florida Uniform Commercial Code. Mortgagors covenant and agree to execute, file and refile such financing statements, continuation statements or other documents as Mortgagee shall require from time to time with respect to such fixtures. If an Event of Default occurs, the Mortgagee shall have all rights and remedies of a secured party under the Florida Uniform Commercial Code.

15. This Mortgage is given under the seal of all parties hereto, and it is intended that this Mortgage is and shall constitute and have the effect of a sealed instrument according to law.

IN WITNESS WHEREOF, said Mortgagors have caused this instrument to be executed on this the 6 day of February, 1985.

MORTGAGORS:

ATTEST:

By ______________________
Its Secretary

JENKINS BRICK COMPANY

By ______________________
Its President

Mortgagors' Address:
P. O. Box 91
Montgomery, Alabama 36101

Mortgagee's Address:
P. O. Box 431
32 Commerce Street
Montgomery, Alabama 36195

STATE OF Alabama)

COUNTY OF Montgomery)

The foregoing instrument was acknowledged before me this 6th day of February, 1985, by J. M. Jenkins, as _______ President of Jenkins Brick Company, an Alabama corporation, on behalf of the corporation.

Charlotte L. Maguire
Notary Public

My commission expires: 5/19/88

NOTARIAL SEAL

BOOK 017 PAGE 705

EXHIBIT "A"

PARCEL #1: Block "A". LESS AND EXCEPT therefrom the Westerly 940.0 feet of the said block, Palafox Industrial Park, according to the plat recorded in Plat Book 6, at Page 93, of the public records of Escambia County, Florida; containing 2.868 acres, more or less.

PARCEL #2: The easterly 50.00 feet of the westerly 940.00 feet of Block "A", according to the plat known as Palafox Industrial Park, as recorded in Plat Book 6, at Page 93, of the public records of Escambia County, Florida.

Lawyers Title Insurance Corporation

GEORGIA

DEED TO SECURE DEBT

STATE OF GEORGIA

FULTON County.
FLOYD County.

THIS INDENTURE, Made the 6th day of February, in the year one thousand nine hundred eighty five, between Jenkins Brick Company

of the County of Elmore, and State of Alabama, as party or parties of the first part, hereinafter called Grantor, and AmSouth Bank N.A.

as party of the second part, hereinafter called Grantee

WITNESSETH, That Grantor, for the consideration hereinafter set forth, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, all that tract or parcel of land lying and being in

The 4th District and 4th Section of Floyd County, and Land Lots 243, 244 and 254 of the 17th District, Fulton County, all of the property more particularly described in Exhibit A hereto.

Book 017 Page 706-A

THIS CONVEYANCE is made under the provisions of the existing Code of the State of Georgia to secure a debt (and interest thereon and other indebtedness as described herein) evidenced by a promissory note dated February 6, 1985 made by Grantor to order of Grantee, for the principal sum of One Million Five Hundred Thousand Dollars ($1,500,000) Dollars

The indebtedness hereby secured includes any renewal or extension of any part or all of said indebtedness; and if any portion of said indebtedness or any provision of this instrument shall be held invalid for any reason, it is the intent of the parties that such portion shall be severable, and such invalidity shall not affect the remainder of said debt or instrument. Any one of several persons named as grantee herein or their assigns may receive payment of the secured indebtedness and execute a valid cancellation or reconveyance hereof. No release of any part of the property herein described or extension of all or any part of the indebtedness hereby secured, shall affect the personal liability of any person upon the indebtedness hereby secured, nor the priority of this instrument.

TO HAVE AND TO HOLD the said bargained property with all and singular the rights, members and appurtenances thereto appertaining, to the only proper use, benefit and behoof of Grantee, in fee simple and Grantor hereby covenants that Grantor is lawfully seized and possessed of said property, and has a good right to convey it, and it is unencumbered; and Grantor, the said bargained property, unto Grantee, against Grantor, and against all and every other person or persons shall and will WARRANT AND FOREVER DEFEND.

Should the indebtedness hereby secured be paid according to the tenor and effect thereof when the same shall become due and payable, and should Grantor perform all covenants, herein contained, then this deed shall be cancelled and surrendered, it being intended by the parties hereto that this instrument shall operate as a deed, and not as a mortgage.

The Grantor covenants and agrees, so long as any indebtedness secured hereby shall remain unpaid, to keep the property and all improvements thereon in as good condition as now exists, natural wear and tear excepted, and also not to demolish, destroy, or remove any permanent structure now existing on the premises or make any alteration thereon that would constitute a structural change without the written consent of the Grantees; to pay all taxes and assessments that may be liens upon said property, as they become due; and to keep the improvements on said property fully insured against loss by fire and other hazards as may, from time to time, be required by Grantee in amounts and companies and with mortgage clause approved by Grantee, and shall deliver the policies of insurance and any renewals thereof to the said Grantee; and that any tax, assessment, prior lien or premium of insurance, not paid when due by the Grantor may be paid by the Grantee, and any sum so paid shall be added to the amount of said principal debt as part thereof, shall draw interest from the time of said payment at the rate of ten per cent per annum, and shall, with interest, be covered by the security of this deed.

AND Grantor hereby further covenants and agrees that in case of any default in any partial payment of said indebtedness or in the due performance of any of the covenants herein expressed to be performed by Grantor, then and in that event, the entire amount of said principal indebtedness, together with any and all sums paid for account of Grantor in accordance with the provisions above set forth, shall, at the option of Grantee, then and thereby become and be due and payable forthwith, with accrued interest, and all expenses and cost of collection, including fifteen per centum of the amount due as attorney's fees, and the amount of such costs, expenses and fees shall be added to the amount of the debt hereby secured as part thereof, and as such shall also be covered by the security of this deed; and time is the essence of this contract.

Should default occur in the payment of any portion of the indebtedness secured hereby, or taxes, or insurance premiums herein mentioned, or in the performance of any obligation or condition recited herein, then and in that event Grantee shall be at liberty immediately to apply for and shall be entitled as a matter of right, without regard to the value of the property above described, or to the solvency or insolvency of Grantor, to the appointment of a receiver to collect the rents and profits of said property and with the power to sell said property under order of Court and apply the net proceeds of the sale toward the payment of the debt secured by this deed.

In consideration of the loan made Grantor by Grantee, and to further secure the indebtedness of Grantor to Grantee hereunder, Grantor hereby sells, assigns and transfers to Grantee all of the rent which shall hereafter become due or be paid on the above described property; but Grantee agrees that this rent assignment will not be enforced so long as no default on the part of Grantor exists under the terms and conditions of this deed, and while no such default exists, Grantee waives its rights to and its interest in said rents, but upon any default in the performance of any agreement or covenant to be performed by Grantor under the terms of this deed, Grantor agrees that Grantee may enter upon said property and collect the rents therefrom, and hereby constitutes Grantee as Grantor's agent to declare the existence of a default hereunder, and Grantor hereby agrees that any tenant in said property or any renting agent in charge thereof shall be, and is hereby, authorized when a default shall be so declared to exist, to pay any such rents to Grantee, to be applied toward the payment of the debt secured hereby or as provided by law.

BOOK 617 PAGE 708

The title, interest, rights and powers granted herein by Grantor to Grantee, particularly the power of sale granted herein, shall inure to the benefit of anyone to whom Grantee shall assign the indebtedness herein secured, and/or convey the property herein described, as well as to the successors and legal representatives of Grantee.

In case the debt hereby secured shall not be paid when it becomes due by maturity in due course, or by reason of a default as herein provided, Grantor hereby grants to Grantee, the following irrevocable power of attorney: To sell all or any part of the said property at auction, at the usual place for conducting sales at the Court House in the County where the land or any part thereof lies, in said State, to the highest bidder for cash, after advertising the time, terms and place of such sale once a week for four weeks immediately preceding such sale (but without regard to the number of days) in a newspaper published in the County where the land or any part thereof lies, or in the paper in which the Sheriff's advertisements for such County are published, all other notice being hereby waived by Grantor, and Grantee (or any person on behalf of Grantee) may bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a sufficient conveyance of said property in fee simple, which conveyance may contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends, and Grantor hereby constitutes and appoints Grantee the agent and attorney in fact of Grantor to make such recitals, and hereby covenants and agrees that the recitals so made by Grantee shall be binding and conclusive upon Grantor, and that the conveyance to be made by Grantee shall be effectual to bar equity of redemption of Grantor in and to said property, and Grantee shall collect the proceeds of such sale, and after reserving therefrom the entire amount of principal and interest due, together with the amount of taxes, assessments and premiums of insurance or other payments theretofore paid by Grantee, with ten per centum per annum thereon from date of payment, together with all costs and expenses of sale and fifteen per centum of the aggregate amount due for attorney's fees, shall pay any over-plus to Grantor as provided by law.

AND Grantor further covenants that in case of a sale as hereinbefore provided, Grantor, or any person in possession under Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over.

The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

It is agreed that the Grantee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the loan secured hereby.

Whenever the terms "Grantor" or "Grantee" are used in this deed such terms shall be deemed to include the heirs, administrators, executors, successors and assigns of said parties. All rights and powers herein granted to the Grantee shall inure to and include his, her or its heirs, administrators, executors, successors and assigns, and all obligations herein imposed on the Grantor shall extend to and include Grantor's heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed and sealed the day and year first above written.

Signed, sealed and delivered in the presence of

[signature]
UNOFFICIAL WITNESS

Jacquelyn M. Paul
NOTARY PUBLIC
Commission Expires: 5/1/88

JENKINS BRICK COMPANY

By [signature] (L. S.)
Its President

(L. S.)

(L. S.)

THE DEBT WHICH THIS INSTRUMENT WAS GIVEN TO SECURE HAVING BEEN PAID IN FULL, THIS INSTRUMENT IS HEREBY CANCELLED AND THE CLERK OF THE SUPERIOR COURT OF ______________ COUNTY, GEORGIA, IS HEREBY AUTHORIZED AND DIRECTED TO MARK IT SATISFIED OF RECORD.

THIS ______________ DAY OF ______________ 19____

____

Deed to Secure Debt

From

____

To

____

GEORGIA, ______________ County

Clerk's Office, Superior Court, filed for record ______ day of ______________ 19____ at ______ M. and recorded in Deed Book ______, page ______

______________ 19____

______________, Clerk

Lawyers Title Insurance Corporation

BOOK 6092 PAGE 0110

EXHIBIT "A"

PARCEL 1: All that tract or parcel of land lying and being in Land Lot 243 of the 17th District of Fulton County, Georgia, being more particularly described as follows:

To find the beginning point, commence at a point where the center line of Fisher Avenue intersects with the center line of the L & N Railroad right-of-way; run thence northeasterly along the center line of said railroad right-of-way a distance of 117 feet to a point; run thence northwesterly a distance of 100 feet to an iron pin where the western line of L & N Railroad right-of-way intersects the northeasterly corner of property now or formerly owned by W. C. Fisher, which point is the true point of beginning, and from said true point of beginning, running thence northwesterly along a line forming an interior angle of 93°29' with the western line of said railroad right-of-way and along the northeasterly line of said Fisher property a distance of 296 feet to an iron pin at the northwesterly corner of said Fisher property; thence continuing northwesterly along a line forming an interior angle of 182°58' with the preceding course a distance of 639.2 feet to an iron pin; thence northeasterly along a line forming an interior angle of 64°32' with the preceding course a distance of 708.3 feet to an iron pin; thence continuing northeasterly along a line forming an interior angle of 161°00' with the preceding course a distance of 521.6 feet to an iron pin; thence continuing northeasterly along a line forming an interior angle of 178°20' with the preceding course a distance of 251.4 feet to an iron pin on the western right-of-way of the L & N Railroad right-of-way; thence southerly and southwesterly following the curvature of the western line of said railroad right-of-way a distance of 1219 feet to the true point of beginning; said property containing 16.4 acres and being more particularly described from plat of survey made for Atlanta Brick Company by C. E. Ruppe, Registered Surveyor, dated May 4, 1971, and also shown on a plat of survey for Jenkins Brick Company prepared by Delta Engineers & Surveyors, dated May 16, 1972 and revised May 23, 1972.

PARCEL 2: All that tract or parcel of land lying and being in Land Lot 243, 244 and 254 of the 17th District, Fulton County, Georgia, described as follows:

Beginning at a concrete monument at the intersection of the northwest sdie of Bolton Road with the west side of the Louisville and Nashville Railroad Company right-of-way; running thence S43°01'20"W along the northwest side of Bolton Road 189.6 feet to an iron pin; thence S51°11'40"E along Bolton Road 15 feet to a concrete monument; thence S43°04'10"W along the northwest side of Bolton Road 433.2 feet to an iron pin; thence N44°26'20"W 145 feet to an iron pin; thence N44°32'10"W 40.3

feet to an iron pin; thence North 45°07'20"E 60 feet to an iron pin; thence north 34°36'W 148.1 feet to an iron pin; thence N30°11'W 20 feet to an iron pin; thence S59°49'W 68.48 feet to an iron pin; thence southwest with the arc of a curve to the left (Chord: S56°17'40"W 99.94 feet) 100 feet to an iron pin; thence southwest with the arc of a curve to the left (Chord: S49°14'50"W 99.94 feet) 100 feet to an iron pin; thence southwest with the arc of a curve to the left (Chord: S42°12'20"W 99.94 feet) 100 feet to an iron pin; thence southwest with the acre of a curve to the left (Chord: S35°09'30"W 99.94 feet) 100 feet to an iron pin; thence southwest with the arc of a curve to the left (Chord: S28°45'W 81.82 feet) 81.86 feet to an iron pin; thence S25°52'W 153.66 feet to an iron pin on the West line of said Land Lot 244; thence N00°46'10"W along the west line of Land Lots 244 and 243, 1912.1 feet to an iron pin; thence N23°20'10"W 1961.3 feet to an iron pin; thence continuing N23°20'10"W 18.7 feet, more or less, to the south bank of the Chattahoochee River; thence easterly along the south bank of said river, and following the meanderings thereof, 1760 feet, more or less, to the southwest side of the Louisville and Nashville Railroad right-of-way; thence S12°56'30"E along said right-of-way 222 feet, more or less, to an iron pin; thence S77°03'30"W along said right-of-way 6 feet to an iron pin; thence S15°13'40"E along said right-of-way 150.13 feet to an iron pin; thence S12°56'30"E along said right-of-way 411 feet to an iron pin; thence south along said right-of-way with the arc of a curve to the right 872 feet to a nail set; thence S12°50'30"W along said right-of-way 290.2 feet to an iron pin; thence N80°36'10"W 296 feet to a rail; thence S11°18'W 346 feet to an iron pin; thence S80°36'10"E 362.5 feet to an iron pin on the west side of the aforesaid right-of-way; thence south along said right-of-way, and following the curvature thereof, 33.1 feet to an iron pin; thence S17°32'W along said right-of-way 202.8 feet to an iron pin; thence S00°47'30"E along said right-of-way 244.1 feet to an iron pin; thence S17°59'30"E along said right-of-way 314.1 feet to the point of beginning; as more particularly shown on a plat of survey for Jenkins Brick Company by Delta Engineers & Surveyors dated May 16, 1972 and revised May 23, 1972.

LESS AND EXCEPT so much of said Parcel 2 as is included in the description of Parcel 1 above.

ALSO LESS AND EXCEPT THE FOLLOWING: All that tract or parcel of land lying and being in Land Lot 254 of the 17th District of Fulton County, Georgia, containing 11.83 acres as shown on Plat of Survey prepared for Martin-Marietta Corporation by Grist & Hardwick, Inc., dated March 29, 1975 and recorded in Plat Book 107, Page 59, Fulton County, Georgia Records, and being more particularly described as follows:

To find the point of beginning, commence at the point formed by the intersection of the east land lot line of Land Lot 253, said District and County, with the northwest limits of the 20-foot right-of-way of the abandoned river car line known as "Collins Park & Belt Railroad", thence in a northerly direction along the east land lot line of said Land Lot 253 and along the east land lot line of said Land Lot 254 a distance of 1912.1 feet to an iron pin on the east land lot line of said Land Lot 254 at the true point of beginning, from the point of beginning thus established, running thence N23°18'50"W along the northeastern line of property of Martin-Marietta Corporation a distance of 1980 feet to a point on the south bank of the Chattahoochee River; running thence easterly along the south bank of said river and following the meanderings thereof a distance of 105 feet, more or less, to a point (said point being further located by a traverse line bearing N72°03'02"E 100.44 feet from the last preceding point); running thence S23°18'58"E a distance of 363.98 feet to a point; running thence in an easterly direction along the arc of a curve to the left a distance of 264.80 feet to a point (said curve being subtended by a chord bearing S87°56'05"E 262.03 feet), running thence N77°40'53"E a distance of 267.94 feet to a point on the east land lot line of said Land Lot 254; running thence S00°44'58"E along the east land lot line of said Land Lot 254 a distance of 1563.85 feet to an iron pin at the point of beginning.

PARCEL 3: All that tract or parcel of land lying and being in the 4th District and 4th Section of Floyd County, Georgia, being the east one-half of Land Lot 81, containing eighty acres, more or less; LESS AND EXCEPT approximately one and one-half acres in the northwest corner of said tract deeded to James J. Johnson by warranty deed dated October 19, 1910, recorded in Deed Book 79, Page 203, Floyd County Records; and about one-fourth acre along the north line of said tract deeded to J. A. Buchanan by warranty deed dated January 21, 1911, recorded in Deed Book 81, Page 256, said records.

PARCEL 4: All that tract or parcel of land lying and being in the 4th District and 4th Section of Floyd County, Georgia, being all of original Land Lot 100 in said District and Section, containing 160 acres, more or less.

Book 017 Page 712-A

SECURITY AGREEMENT FOR EQUIPMENT

AGREEMENT dated as of the 6th day of February, 1985, by and between Jenkins Brick Company, and its successors and assigns (hereinafter called the "Debtor") and AmSouth Bank N.A., and its successors and assigns (hereinafter called the "Secured Party").

In consideration of loans, advances, financial accommodations, extensions of credit and forebearances contemporaneously or hereafter extended by the Secured Party to the Debtor, the Secured Party and the Debtor agree as follows:

Section 1. Creation of Security Interest.

A. The Debtor hereby grants to the Secured Party a security interest in the property described in Section 2 hereof (herein called the "Collateral"), in order to secure the payment and performance of all obligations of the Debtor to the Secured Party arising under the promissory note and this Agreement, as described in Section 3 hereof, whether due or to become due, now existing or hereafter arising (herein called the "Obligations").

B. The Secured Party shall have the right to assign this Security Agreement, and an assignee shall be entitled, upon notifying the Debtor, to performance of all the Debtor's obligations and agreements herein.

Section 2. Collateral.

The Collateral secured herein is equipment belonging to the Debtor and wherever situated of the following description:

See Exhibit A attached hereto and made a part hereof.

Section 3. Representations, Warranties and Covenants.

The Debtor represents, warrants, and covenants that:

A. Debtor is and will be the owner of all Collateral free from any security interest, lien, or other encumbrance except the existing security interests of First Alabama Bank of Montgomery, N.A. and First National Bank of Atlanta, provided that the secured parties security interest in the collateral is superior to the security interest of First Alabama Bank of Montgomery, N.A. and First National Bank of Atlanta. Debtor agrees that it will warrant and defend the collateral thereto against all claims and demands of all persons other than secured party claiming any interest therein.

B. Debtor's principal place of business and office where records are maintained is and will be 201 6th Street, North, Montgomery, Alabama.

C. No financing statements covering any of the Collateral or any proceeds thereof are or will be on file in any public office, except for those covering the interest of Secured Party and the existing financial statements covering the interests of First Alabama Bank of Montgomery, N.A. and First National Bank of Atlanta.

D. With respect to the protection of the attached Collateral:

(1) it will be used primarily in Debtor's business, unless the Secured Party consents in writing to another use;

(2) it will not be misused or abused, wasted, or allowed to deteriorate, except for the ordinary wear and tear of its intended primary use;

(3) it will be insured, until this Agreement is terminated, against all expected risks to which it is exposed and those which the Secured Party may designate, with the policies acceptable to the Secured Party and payable to both Secured Party and Debtor;

(4) it will be kept at 201 6th Street, North, Montgomery, Alabama; Brookly Field, Mobile, Alabama; Valleydale Terrace, Hoover, Alabama; 2420 Fisher Avenue, Atlanta, Georgia; 915 Lake Bradford Road, Tallahassee, Florida; and 185 Lurton Street, Pensacola, Florida, where the Secured Party may inspect it at any time, except for its temporary removal in connection with its ordinary use or unless the Debtor notified the Secured Party in writing and Secured Party consents in advance of its removal to another location.

E. With respect to the protection of the security interest:

(1) The collateral will not be sold, transferred, or disposed of or be subjected to any unpaid charge, including taxes, or to any subsequent interest of a third person created or suffered by the Debtor voluntarily or involuntarily, unless Secured Party consents in writing to such charge, transfer, disposition or subsequent interest;

(2) Debtor will sign and execute alone or with Secured Party any financing statement or other document or procure any document and pay all connected costs, necessary to protect the security interest under this Agreement against the rights or interests of third persons;

(3) Debtor hereby irrevocably appoints the Secured Party its attorney, coupled with an interest and full power of substitution, in the name of the Debtor or the Secured Party, or both, to file and record such copies or memoranda hereof and financing statements, continuation statements and other instruments or documents with respect to the security interest created hereby as Secured Party may deem desirable fully to protect its interest hereunder, and for such purpose the Debtor hereby authorizes Secured Party to effect any such filings or recordings without the signature of the Debtor to the extent permitted by applicable law;

(4) Debtor agrees that upon default, the Secured Party will be entitled to enforce its rights and remedies herein without resort to judicial process, and Debtor will reimburse Secured Party for any action to remedy a default which Secured Party elects pursuant to the terms of Section 5 herein.

Section 4. <u>Duty of Secured Party; Exercise of Rights and Remedies.</u>

The Secured Party shall have no duty as to the collection or protection of any of the Collateral or any income with respect thereto, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining to any of the Collateral beyond reasonable care in its custody. The Secured Party may exercise its rights and remedies with respect to any of the Collateral without resort or regard to other security or resources of payment for the obligations.

Section 5. <u>Events of Default.</u>

As used in this Agreement, the term "Event of Default" shall mean the occurrence or happening of any one or more of the following events, circumstances or conditions: (a) violation of, or default in the observance or performance of, any term, agreement, covenant, condition or stipulation contained or referred to in this Agreement or in any document executed in connection with this Agreement or in any note, endorsement, guaranty or other document evidencing or securing any of the Liabilities; or (b) default in the due payment of the principal of or interest on any of the Liabilities, or any part thereof, as and when due and payable; or (c) any warranty, representation, financial statement, report, schedule, certificate, statement or other document heretofore, now or hereafter made or furnished to the Secured Party by or on behalf of the Debtor shall prove to be false or misleading in any material respect; or (d) the occurrence of any event which will or could result in the acceleration of the maturity of any indebtedness of the Debtor other than the Liabilities or any such indebtedness shall not be paid when due; or (e) the loss, theft, damage, sale, destruction or encumbrance of any uninsured material portion of the Collateral, or the sale or encumbrance or the issuance of any execution or the making of any levy, seizure or attachment thereof or thereon; or (f) the insolvency, dissolution, liquidation, suspension of business or death of the Debtor or of any endorser, surety or guarantor of any of the Liabilities (severally, an "Obligor"), or of any of the Debtor's or such Obligor's principal officers if a corporation, or of any of the Debtor's general partners if a partnership; or (g) the Debtor or any Obligor shall (i) fail or admit in writing the inability of the Debtor or any Obligor to pay the Debtor's or such Obligor's debts generally as they become due, (ii) make a general assignment for the benefit of creditors or have an order for relief entered against the Debtor or any Obligor in any proceeding under the Federal bankruptcy code, or (iii) file a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors or take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against the Debtor or such Obligor in any proceeding under any such law, or if corporate or partnership action should be taken by the Debtor or any Obligor for the purpose of effecting any of the foregoing; or (h) the appointment of a receiver, trustee, liquidator or custodian of the Debtor or any Obligor or of any of their respective properties or assets; or (i) the filing of a petition without the application, approval or consent of the Debtor or any Obligor in any court of competent jurisdiction, seeking the bankruptcy or reorganization of the Debtor or of any Obligor or of all or a substantial part of their respective properties or assets, or seeking an arrangement with the creditors of either of them, and such petition shall not be dismissed within 30 days after the filing thereof; or (j) the issuance of a writ of execution, attachment or garnishment against the Debtor or any Obligor; or (k) final judgment or judgments for the payment of money in excess of an aggregate of $25,000.00 shall be rendered against the Debtor or any Obligor and the same shall remain undischarged for a period of 30 days during which execution shall not be effectively stayed; or (l) any guarantor shall terminate the obligations of such guarantor under any guaranty agreement pertaining to any of the Liabilities; or (m) the Secured Party shall deem itself insecure for any reason whatsoever.

Section 6. Remedies.

A. Acceleration of Liabilities. Upon the occurrence of an Event of Default, the Secured Party shall have the right without further notice to the Debtor to declare the entire unpaid balance of the Liabilities, with accrued interest thereon, immeditaely due and payable.

B. Secured Party's Rights After Default. Upon the occurrence of an Event of Default under this Agreement, the Secured Party shall have, in addition to any other rights under this Agreement or under applicable law, the right without notice to the Debtor (or with notice to the Debtor if notice is required and cannot be waiveed under applicable law) to take any and all of the following actions at the same or different times: (a) to collect all Accounts in the Secured Party's or the Debtor's name and take control of any cash or non-cash proceeds of Collateral; (b) to enforce payment of any Accounts, to prosecute any action or proceeding with respect to Accounts, to extend the time of payment of any and all Accounts, to make allowances and adjustments with respect thereto and to issue credits in the name of the Secured Party or the Debtor; (c) to settle, compromise, extend, renew, release, terminate or discharge, in whole or in part, any Account or deal with the same as the Secured Party may deem advisable; (d) to require the Debtor to open all mail only in the presence of a representative of the Secured Party, who may take therefrom any remittance on Collateral; (e) to enter upon the premises of Debtor or any other place or places where the Collateral is located and kept, and through self-help and without judicial process, without first obtaining a final judgment or giving the Debtor notice and opportunity for a hearing on the validity of the Secured Party's claim, without any pre-seizure hearing as a condition to repossession through court action and without any obligation to pay rent to the Debtor, to remove the Collateral therefrom to the premises of the Secured Party or of any agent of the Secured Party, for such time as the Secured Party may desire, in order effectively to collect or liquidate the Collateral; (f) to require the Debtor, upon demand of the Secured Party, to assemble the inventory and any other property included in the Collateral and make it available to the Secured Party at places which the Secured Party shall select, whether at the Debtor's premises or elsewhere, and to make available to the Secured Party all of the Debtor's premises and facilities for the purpose of the Secured Party's taking possession of, removing or putting the inventory and such other goods in salable form; (g) without notice or advertisement, to sell, assign and deliver the Collateral or any other property held by the Secured Party or by the Debtor for the account of the Secured Party, at public or private sale, for cash, upon credit or otherwise, at the sole option and discretion of the Secured Party and to bid or become purchaser at any such sale; (h) to use, and to permit any purchaser of any of he Collateral from the Secured Party to use, without charge, the Debtor's labels, General Intangibles and advertising matter or any property of a similar nature, as it pertains to, or is included in, any of the Collateral, in advertising for sale, preparing for sale and selling any Collateral, and finishing the manufacture, processing, fabrication, packaging and delivery of the inventory, and the Debtor's rights under all licenses and all franchise agreements shall inure to the Secured Party's benefit; and (i) to exercise, in addition to all other rights which it has under this Agreement or other applicable law, all of the rights and remedies of a secured party upon default under the Uniform Commercial Code. The net cash proceeds resulting from the exercise of any of the foregoing rights, after deducting all charges, expenses, costs and attorneys' fees relating thereto, including any and all costs and expenses incurred in securing the possession of Collateral, moving, storing, repairing or finishing the manufacture of Collateral, and preparing the same for sale, shall be applied by the Secured Party to the payment of the Liabilities, whether due or to become due, in such order and in such proportions as the Secured Party may elect, and the Debtor shall remain liable to the Secured Party for any deficiency, provided, however, that such attorneys' fees shall be limited to 15% of the unpaid balance of the Liabilities after default and referral to an attorney who is not a salaried employee of the Secured Party, if this transaction is subject to § 5-19-10 of the Code of Alabama (1975), and no such attorneys' fees shall be collectible if the original principal amount financed is $300 or less.

Section 7. Governing Law.

Parties agree that some of the collateral will be located in the States of Alabama, Georgia and Florida. To the extent permitted under the rules governing conflicts of laws this Agreement shall be governed by the laws of the State of Alabama.

Section 8. Terms Subject to Applicable Law.

All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law, and they are intended to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this Agreement or any application thereof shall be held to be invalid, illegal or unenforceable, the validity of any other term of this Agreement or any other application of any such terms shall in no way be affected thereby.

Section 9. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

Section 10. Reinstatement of Agreement.

This Agreement shall continue to be effective or shall be reinstated, as the case may be, if at any time any proceeding brought or remedy exercised by the Secured Party hereunder is discontinued or abandoned or determined adversely, in each case for any reason, or if any payment or any part thereof on account of the Obligations secured hereby is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy or reorganization of the Debtor or any other person, or otherwise, as though such proceeding had not been brought, remedy exercised or payment made.

Section 11. Termination.

The Secured Party's security interest under this Agreement in the Collateral will not be terminated until one of the Secured Party's officers signs a written termination agreement. Even if the Debtor should pay all of the Liabilities owing to the Secured Party at any one time, the Secured Party's security interest will continue to secure any sum the Debtor should later owe the Secured Party until the written termination agreement referred to above hsa been executed by the Secured Party.

Section 12. Non-Waiver; Modification; etc.

Neither any failure nor any delay on the part of the Secured Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise or the exercise of any other right, power or privilege. No modification, amendment or waiver of any provision of this Agreement, and no consent to any departure by the Debtor therefrom, shall be effective unless the same shall be in writing and signed by the Secured Party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Debtor in any case shall entitle the Debtor to any other or further notice or demand in the same, similar or other circumstances.

Section 13. Cost.

The Debtor shall promptly reimburse the Secured Party for any and all costs and expenses, including but not limited to, the reasonable fees and disbursements of counsel to the Secured Party, which the Secured Party may incur in connection with (a) the enforcement of the rights of the Secured Party in connection with the Liabilities, (b) the protection or perfection of the Secured Party's rights and interests hereunder, (c) the exercise by or for the Secured Party of any of the rights or powers herein conferred upon the Secured Party, and (d) the prosecution or defense of any action or proceeding by or against the Secured Party or the Debtor, and Obligor, Purchaser, or any of them, concerning any matter arising out of, connected with or related to this Agreement, or any of the Collateral, or any of the Liabilities; provided, however, that attorneys' fees shall be subject to the limitations set forth in Section 6.B hereof if this Agreement is subject to § 5-19-10 of the Code of Alabama (1975).

Section 14. Heirs, Successors and Assigns.

Whenever in this Agreement any party hereto is referred to, such reference shall be deemed to include the heirs, successors and assigns of such party, except that the Debtor may not assign or transfer this Agreement without the prior written consent of the Secured Party; and all covenants, promises and agreements by or on behalf of the Debtor which are contained in this Agreement shall bind the Debtor's heirs, successors and assigns and shall inure to the benefit of the successors and assigns of the Secured Party.

Section 15. Notice.

Any requests, demands or notices provided in this Agreement to be given either party hereto to the other shall be conclusively deemed to have been given when the same shall have been deposited in the United States mail, postage prepaid, addressed to the party to whom such request, demand or notice is directed at the following address: (a) if to the Debtor, at the address set forth for the Debtor's principal place of business or chief executive office following the Debtor's signature below; and (b) if to the Bank, at P. O. Box 431, Montgomery, Alabama, 36195, Attention: President. Five days written notice mailed to the Debtor at the Debtor's address set out below shall constitute reasonable notification to the Debtor where notification is required by law.

Section 16. Addresses of the Parties.

All written notices shall be sent to the following business addresses:

Address of Secured Party	Address of Debtor
AmSouth Bank N.A.	Jenkins Brick Company
P. O. Box 431	P. O. Box 91
Montgomery, Alabama 36195	Montgomery, Alabama 36101

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed, and delivered as of the date first above written.

JENKINS BRICK COMPANY

ATTEST:

By ______________

Its President

Debtor

AGREED TO AND ACCEPTED at Montgomery, Alabama, as of the date first above written.

AMSOUTH BANK N.A.

ATTEST:

By ______________

Its Vice President

Secured Party

EXHIBIT A TO SECURITY AGREEMENT FOR EQUIPMENT
BETWEEN JENKINS BRICK COMPANY AND AMSOUTH BANK N.A.
DATED FEBRUARY 6, 1985

"Collateral"

All equipment owned by debtor except the equipment owned and used by debtor in its Coosada plant located in Elmore County, Alabama, including but not limited to the following listed equipment:

jenkins brick company
P.O. BOX 91 MONTGOMERY, ALABAMA 36101 PHONE 834-2210

JENKINS BRICK COMPANY
VEHICLE LISTING

YR	MAKE	MODEL	SER#	DRIVER	LOC	83/84 TAG#
79	Chev	P/U	8225	Varner	MTG	29C 8649
81	Olds	Ctls	3368	Jenkins	MTG	3B 29227
82	Olds	Ctls	8962	Carlson	MTG	3A 71377
83	Olds	Delta	3094	Young	MTG	3B 33289
84	Olds	Delta	7105	Moore	MTG	3B 60526
84	Olds	Ctls	6346	Hawk	MTG	3B 61338
84	Olds	Delta	7007	Thorington	MTG	3B 52725
79	Chev	Imp	0017	Burnette	ATL	CFH 784
76	Chev	P/U	4013	Burnette	ATL	QB 9220
73	Intl	P/U	4969	Wilson	PEN	SUT 051
73	Intl	D/Tk	2526	Delivery	PEN	BE 2941
77	Intl	Trtr	9969	Delivery	PEN	BE 2939
61	Trail	Trlr	5788	Delivery	PEN	K32 513
82	Olds	Ctls	5302	Doty	PEN	
83	Olds	Delta	4211	Sutton	PEN	3B 34237
84	Intl	Trk	8149	Delivery	PEN	
77	White	Trk	9774	Delivery	MOB	21RP463
77	K/W	Trk	7085	Delivery	MOB	2P7A127
73	Lfkn	Trlr	8074	Delivery	MOB	2TR 864
79	Chev	P/U	2208	Delivery	MOB	2PAB393
83	Olds	Delta	3731	Barfield	MOB	2C 63681
85	Chev	Impala	5865	Stockton	MOB	2D 19017
83	Olds	Delta	2946	Spencer	BHM	Brick 1
84	Olds	Ctls	6343	Araujo	BHM	58F 9540
78	Chev	P/U	7157	Nunn	TAL	BS 4714
79	White	Trk	5405	Delivery	TAL	BS 4803
72	Owens	Ut/Tr	1011	Delivery	TAL	L53503
83	Olds	Delta	5339	Harris	TAL	3B 34238
77	Intl	Tndm	0298	Delivery	TAL	
83	Intr	Tr	0002	Delivery	TAL	

ITEM#	DESCRIPTION
	MONTGOMERY
1.	TOWMOTOR FORKLIFT, S# 510P31L467
2.	1976 ALLIS CHALMERS MDL 260-EA TRACTOR SCRAPPER #9927
3.	CATERPILLAR LIFT TRUCK MDL 510P #25L742
4.	CATERPILLAR LIFT TRUCK MDL 510P #25L770
5.	CALION MDL 118C MOTOR GRADER #CG11056
6.	LORRAINE DRAGLINE MDL L365 #33258
7.	BOBCAT LOADER MDL M720 S# 13339 and D100 BACKHOE, S#114372
8.	TENNANT 86LP POWER SWEEPER #92646
9.	LINCOLN WELDER MDL SA-100K6090 MOUNTED ON TRUCK S#695452
10.	1973 CATERPILLAR 966 WHEEL LOADER MDL 3H7140 CAB #966-20, S#76J6982
11.	GORMAN RUPP MDL 86-AZ-DD 6 INCH HEAVY DUTY CENTRIFUGAL PUMP POWERED BY MDL DD DIESEL ENGINE #411263
12.	1972 HYSTER H50F #D3D107975
13.	CATERPILLAR FORKLIFT MDL V100 #13V0817
14.	HOUG PAYLOADER #676250
15.	CATERPILLAR MDL 977L TRAXCAVATOR #11K4844
16.	LION LIFT TRUCK MDL MT-PD #733387

ITEM#	DESCRIPTION
	MOBILE
1.	HYSTER FORKLIFT #B3F10029R------------------------------
2.	DUNBAR AUTOMATIC UNLOADER MDL 655H--------------------
3.	DUNBAR UNLOADER #26211----------------------------------
4.	1983 HYSTER FORKLIFT H50XLA177B06190D----------------

ITEM #	DESCRIPTION
	BIRMINGHAM
1.	78 HYSTER MDL H50 LIFT TRUCK #D 9634----------------
2.	CATERPILLAR U60B S# 052500605 FORK LIFT-------------
3.	JOHN DEERE LOADER #180649T-------------------------

ITEM#	DESCRIPTION
	PENSACOLA
1.	70 DUNBAR UNLOADER #1068897--------------------------
2.	DUNBON AUTOMATIC UNLOADER MDL 640H, #1068-8917-------
3.	1977 HYSTER FORKLIFT TRUCK MDL H50H #D3D6724W--------
4.	HYSTER H50PD #D3D-3736LL-----------------------------

ITEM#	DESCRIPTION
	TALLAHASSEE
1.	CATERPILLAR V51B LIFT TRUCK #52J00913----------------
2.	1979 LION LIFT ALL MODEL FWD-60-6, S#78564-----------
3.	CATERPILLAR FORK LIFT #52J01124----------------------

ITEM#	DESCRIPTION
	ATLANTA
1.	HYSTER LIFT TRUCK MDL H50F #D3D15575----------------
2.	MICHIGAN TRACTOR SHOVEL MDL 125B #441A 180-----------
3.	CATERPILLAR FORKLIFT MDL V100 #13V0818---------------
4.	CATERPILLAR FORKLIFT MDL V51B #52501122--------------
5.	CATERPILLAR FORKLIFT MDL V51B #52J01123--------------

corporate or other business records, inventions, designs, patents, patent applications, trademarks, trade names, trade secrets, good will, copyrights, registrations, licenses, franchises, tax refund claims and any security now or hereafter held by or granted to the Borrower to secure payment of any of the Accounts. (e) "Inventory" shall mean goods, merchandise and other personal property now or hereafter held by the Borrower for sale or lease or furnished or to be furnished under contracts of service or otherwise, raw materials, parts, finished goods, work-in-process and supplies and materials used or consumed, or to be used or consumed, in the Borrower's present or any future business, and all such property the sale, lease or other disposition of which has given rise to Accounts and which has been returned to or repossessed or stopped in transit by the Borrower. (f) "Liability" or "Liabilities" shall include all indebtedness, obligations (including obligations of performance) and liabilities of the Borrower to the Lender of every kind and description whatsoever, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter incurred, contracted or arising, or acquired by the Lender from any source, joint or several, liquidated or unliquidated, regardless of how they arise or by what agreement or instrument they may be evidenced or whether they are evidenced by any agreement or instrument, and whether incurred as maker, endorser, surety, guarantor or otherwise, including without limitation obligations incurred in connection with the issuance of a letter of credit, and any and all extensions and renewals of any of the same. (g) "Purchaser" shall include any buyer or lessee of Inventory from the Borrower, any customer for whom services have been rendered or materials furnished by the Borrower and any other person or organization that is now or may become obligated to the Borrower on an Account.

Nothing herein shall grant a security interest in the "Coosada Plant", as defined in the 2/6/85 Subordination Agreement between and among Borrower, Lender, First Alabama Bank of Montgomery, N.A. and The First National Bank of Atlanta.

II. Security Agreement

SECTION 2.01. **Granting Clause.** To secure all of the Liabilities and the compliance by the Borrower with the Borrower's obligations under this Agreement, the Borrower hereby grants to the Lender security title to and a continuing security interest in, and assigns, transfers, conveys, pledges and sets over to the Lender all of the Borrower's right, title and interest in and to the following (hereinafter collectively called the "Collateral"): (1) all of the Accounts, Inventory and General Intangibles of the Borrower, now existing and acquired, created or arising from time to time hereafter, whether in transit or in the constructive, actual or exclusive possession of the Borrower or of the Lender or held by the Borrower or others for the Lender's account and wherever the same may be located, including, without limiting the generality of the foregoing, all Inventory which may be located on the premises of the Borrower or upon the premises of any carriers, forwarding agents, warehousemen, vendors, selling agents, processors or other third parties; (2) all goods represented by Accounts, Inventory and General Intangibles; (3) all such goods that may be reclaimed or repossessed from or returned by Purchasers; (4) all of the Borrower's rights as an unpaid vendor or lienor, including stoppage in transit, replevin, detinue and reclamation; (5) any other property of the Borrower now or hereafter held by the Lender or by others for the Lender's account, (6) all proceeds and products of, and additions and accessions to, any of the items described in (1) through (5) of this Section 2.01; and (7) all books, documents and records related to any of the items described in (1) through (6) of this Section 2.01. No submission by the Borrower to the Lender of a schedule or other particular identification of Collateral shall be necessary to vest in the Lender security title to and a security interest in each and every item of Collateral of the Borrower now existing or hereafter created and acquired, but rather such title and security interest shall vest in the Lender immediately upon the creation or acquisition of any item of Collateral hereafter created or acquired, without the necessity for any other or further action by the Borrower or the Lender.

SECTION 2.02 **Collection of Accounts; Segregation of Proceeds; etc.** The Borrower covenants and agrees that until the occurrence of an Event of Default hereunder, or until such earlier time as the Lender shall exercise any of its rights to the contrary under this Section 2.02 or Section 2.03 hereof, the Borrower will, at the Borrower's sole expense, collect from the Purchaser on each Account all amounts due thereon as and when the same shall become due; and in the event of any default by any Purchaser justifying such action, the Borrower shall have the authority, at the Borrower's sole expense, to repossess any merchandise covered by any such Account in accordance with the terms thereof and any applicable law and to take such other action with respect to any such Account or the merchandise covered thereby as the Borrower, in the absence of instructions from the Lender, may deem advisable. Upon demand by the Lender, all checks and other forms of remittance received by the Borrower as proceeds of Collateral shall be (a) held in trust for the Lender separate and apart from and not commingled with any property of the Borrower, (b) kept capable of identification as the property of the Lender, and (c) delivered not less often than daily (or at such other intervals as may be mutually agreed upon in writing) to the Lender in the identical form received, with appropriate endorsements, and accompanied by a report prepared by the Borrower in such form as the Lender shall require. Promptly upon the Lender's demand, the Borrower shall do any or all of the following: (a) give written notice of the Lender's security interest in the Accounts to the Purchasers in such form and at such times as the Lender may require, (b) open and maintain at the Borrower's expense a lock box with the Lender for the receipt of all remittances with respect to Collateral and execute an agreement with the Lender in form and substance satisfactory to the Lender governing such lock box, and/or (c) notify the Purchasers to make payments on the Accounts directly to the Lender or to said lock box. All such items received by the Lender shall be, at the option of the Lender, credited to the Liabilities in such order and in such proportions as the Lender may deem advisable or deposited and held until finally collected in a collateral reserve account established with the Lender. Funds in the collateral reserve account shall not be subject to withdrawal by the Borrower, but at all times shall be subject to the control of the Lender, and may be applied against the Liabilities from time to time at the sole discretion of the Lender.

SECTION 2.03 **Attorney-In-Fact.** The Borrower hereby constitutes and appoints the Lender, or any other person whom the Lender may designate, as the Borrower's attorney-in-fact, at the Borrower's sole cost and expense, to exercise (1) at any time (without notice to the Borrower and irrespective of whether any Event of Default shall have occurred hereunder) all or any of the following powers, and (2) at any time after the occurrence of an Event of Default hereunder, all of the powers set forth in Section 5.03, all of which powers, being coupled with an interest, shall be irrevocable until the Lender's security interest shall have been terminated in writing as set forth in Section 6.07 of this Agreement: (a) to receive, take, endorse, assign and deliver in the Lender's name or in the name of the Borrower any and all checks, notes, drafts and other instruments relating to Accounts; (b) to receive, open and dispose of all mail addressed to the Borrower and to notify postal authorities to change the address for the delivery thereof to such address as the Lender may designate; (c) to transmit to Purchasers notice of the Lender's interest in the Accounts and to demand and receive from such Purchasers at any time, in the name of the Lender or of the Borrower or of the designee of the Lender, information concerning the Accounts and the amounts owing thereon; (d) to notify Purchasers to make payments on the Accounts directly to the Lender or to a lock box designated by Lender; and (e) to take or to bring, in the name of the Lender or in the name of the Borrower, all steps, action, suits or proceedings deemed by the Lender necessary or desirable to effect collection of the Accounts. All acts of such attorney-in-fact or designee taken pursuant to this Section or Section 5.03 are hereby ratified and approved by the Borrower, and said attorney or designee shall not be liable for any acts or omissions nor for any error of judgment or mistake of fact or law.

SECTION 2.04 **Collection Methods.** It is distinctly understood and agreed that no court action or other legal proceedings for garnishment, attachment, repossession of property, detinue or any attempt to repossess any merchandise covered by any Account otherwise than through legal proceedings, shall be done or attempted to be done by the Borrower except by or under the direction of competent legal counsel. The Borrower agrees to indemnify and hold the Lender harmless from any loss or liability of any kind or character which may be asserted or sought to be asserted against the Lender by virtue of any suit filed, process issued or any repossession or attempted repossession done or attempted by the Borrower or at the Borrower's direction or any endeavors which the Borrower may make to collect or enforce any Accounts or repossess any goods covered by any Account.

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SECTION 2.05 **Borrower's General Covenants and Agreements Pertaining to the Collateral.** The Borrower covenants and agrees that: (a) The Borrower has good, indefeasible and merchantable title to the Collateral free and clear of all liens, claims, security interests and encumbrances; and until all the Liabilities are paid in full or otherwise discharged, the Borrower will not assign, transfer, pledge or grant to others a security interest in any Collateral (except that Inventory may be sold, leased or otherwise disposed of on normal terms and at normal prices in the ordinary course of the Borrower's business), nor permit any lien, encumbrance or security interest (except that of the Lender) to attach to any Collateral, or any levy to be made thereon or financing statement (except that of the Lender) to be on file in any public office with respect to any Collateral. (b) The Borrower will hold in the Borrower's principal place of business, or other location approved by the Lender, and make available to the Lender as requested, all of the Borrower's records containing any entries as to Collateral. Upon request of the Lender such records will be segregated and marked by the Borrower with the Lender's name in a manner satisfactory to the Lender. (c) The addresses of the Borrower's principal place of business (or chief executive office if more than one), the office where the Borrower keeps and will keep the Borrower's records concerning all of the Borrower's Accounts and the place or places at which all of the Borrower's Inventory is and will be located are correctly set forth below Borrower's signature at the end of this Agreement; and the Borrower shall immediately advise the Lender in writing of any change in any of said addresses. The Borrower is the owner of all of the real estate on which said addresses are located, or, if not, the Borrower shall promptly obtain from each owner of said real estate a written waiver (in form and substance acceptable to the Lender) of any landlord's or other lien that said owner might have with respect to any of the Collateral. (d) The Borrower shall keep the Inventory insured for the benefit of the Lender (to whom loss shall be payable and to whom 30 days notice of termination of the policy shall be given) in such amounts, with such companies and against such risks as may be satisfactory to the Lender, pay the cost of all such insurance, and deliver certificates evidencing such insurance to the Lender. The Borrower hereby assigns to the Lender all rights to receive the proceeds and returned premiums of such insurance. (e) The Borrower shall pay when due all taxes, assessments and other charges lawfully levied or assessed upon the Collateral. If such taxes or other assessments shall not be paid when due, or if any lien shall be claimed which in the opinion of the Lender might possibly have priority over the Lender's rights in the Collateral, the Lender may (but shall not be required to), without notice to the Borrower, pay such taxes, assessments, charges or claims and the amounts thereof shall be added to the Liabilities hereby secured and shall bear interest at a rate of interest equal to the highest rate of interest which any of the Liabilities then bear. (f) The Borrower shall diligently perform all of the Borrower's obligations under each and every contract or purchase order in connection with which Accounts are created or exist strictly in accordance with the terms thereof and will not commit or permit any breach on the Borrower's part in connection with any such contract or purchase order. (g) Promptly after the Borrower's learning thereof, the Borrower shall inform Lender in writing of any material adverse change in any of the Borrower's representations and warranties under this Agreement.

SECTION 2.06 **Account Representations and Warranties.** The Borrower makes the following warranties and representations to the Lender as to each and every Account, whether now existing or acquired, created or arising from time to time hereafter, unless otherwise disclosed in writing by the Borrower to the Lender: (a) the Account is an original, genuine, bona fide and legally binding obligation, enforceable in accordance with its terms; (b) the Account is not subject to any claim of reduction, counterclaim, set-off, recoupment, or any claim for credits, allowances or adjustments by the Purchaser because of returned, inferior or damaged goods or unsatisfactory services, or for any other reason, and the same has not been disputed or dishonored by the Purchaser; (c) the aggregate amount shown as the balance due on the Account on the Borrower's books and in any Schedule of Accounts (as hereinafter defined), invoices or other documents delivered to the Lender with respect to the Account is validly and legally owing under the Account and is not contingent for any reason, and to the best of the Borrower's knowledge, there are no facts, events or occurrences which in any way impair the validity or collectibility thereof; (d) all statements made in any Schedule of Accounts [illegible] documents executed or delivered to the Lender in connection with the Account are true and correct, and all laws and regulations applicable to the transaction giving rise to the Account have been fully complied with; (e) the Account does not arise out of a contract with, or order from, a Purchaser that by its terms forbids the assignment of that Account to the Lender or makes such assignment void or unenforceable; (f) the Account arose in the ordinary course of the Borrower's business from a bona fide outright sale of goods, or from the performance of services by the Borrower under an enforceable contract, and if representing a sale, the goods have been shipped or delivered (or the contract has otherwise been consummated) in accordance with the contract of sale, and if representing services, the services have been performed for the Purchaser in accordance with the contract for services; (g) any merchandise sold or services rendered giving rise to the Account are as represented to the Purchaser thereof, and no warranties have been made with respect to any merchandise or services covered by the Account except such as appear on the face of any written document executed and delivered in connection with said Account; (h) no notice has been received with respect to any Purchaser standing which reflects adversely on the general creditworthiness and financial condition of the Purchaser; (i) the Account is not evidenced by a judgment and is not evidenced or secured by an Instrument, Document or Chattel Paper unless the original thereof (or each of them if more than one) has been endorsed and/or assigned and delivered to the Lender to the Lender's reasonable satisfaction.

SECTION 2.07 **Inventory Representations and Warranties.** The Borrower makes the following warranties and representations to the Lender as to each and every item of Inventory, whether now existing or hereafter created or acquired, unless otherwise disclosed in writing by the Borrower to the Lender: (a) all statements or representations made by the Borrower in any Schedule of Inventory (as hereinafter defined) or other documents furnished to the Lender by the Borrower with respect to such Inventory are true and correct; (b) all Inventory is located on premises referred to in Section 2.05(c) of this Agreement or is Inventory which is in transit and is so identified on the relevant Schedule of Inventory, and (c) no Inventory is now, nor at any time hereafter shall be, stored with a bailee, warehouseman or similar party without the Lender's prior written consent.

SECTION 2.08 **Records, Schedules and Assignments of Accounts.** The Borrower shall keep accurate and complete records of the Borrower's Accounts and shall promptly deliver to the Lender on demand (a) a detailed aged trial balance in form and substance acceptable to the Lender of all then existing Accounts ("Schedule of Accounts"), (b) the original copy of all Documents evidencing or relating to the Accounts so scheduled, (c) such other information relating to the then existing Accounts as the Lender shall reasonably request, and (d) formal written assignments or schedules specifically describing the Accounts and confirming the Lender's security interest therein.

SECTION 2.09 **Records and Schedules of Inventory.** The Borrower shall keep accurate and complete records of the Inventory, and shall promptly furnish to the Lender on demand (a) a current Schedule of Inventory ("Schedule of Inventory") in form and substance satisfactory to the Lender, based upon such inventory accounting practices as are satisfactory to the Lender, and (b) the original copy of all Documents related to such Inventory any court of competent jurisdiction, seeking the bankruptcy or reorganization of the Borrower or of any Obligor or of all or a substantial part of their respective properties or assets, or seeking an arrangement with creditors of either of them, and such petition shall not be dismissed within 30 days after the filing thereof; or (j) the issuance of a writ of execution, attachment or garnishment against the Borrower or any Obligor; or final judgment or judgments for the payment of money in excess of an aggregate of $25,000 shall be rendered against the Borrower or any Obligor and the same shall remain undischarged for a per of 30 days during which execution shall not be effectively stayed; or (l) any guarantor shall terminate the obligations of such guarantor under any guaranty agreement pertaining to any of the Liabilities; or (m) the Len shall deem itself insecure for any reason whatsoever.

V. REMEDIES

SECTION 5.01. **Acceleration of Liabilities.** Upon the occurrence of an Event of Default, the Lender shall have the right without further notice to the Borrower to declare the entire unpaid balance of the La with accrued interest thereon, immediately due and payable.

SECTION 5.02. **Secured Party's Rights After Default.** Upon the occurrence of an Event of Default under this Agreement, the Lender shall have, in addition to any other rights under this Agreement or under app law the right without notice to the Borrower (or with notice to the Borrower if notice is required and cannot be waived under applicable law) to take any or all of the following actions at the same or different time to collect all Accounts in the Lender's or the Borrower's name and take control of any cash or non-cash proceeds of Collateral; (b) to enforce payment of any Accounts, to prosecute any action or proceeding with respe to Accounts, to extend the time of payment of any and all Accounts, to make allowances and adjustments with respect thereto and to issue credits in the name of the Lender or the Borrower; (c) to settle, comprom extend, renew, release, terminate or discharge, in whole or in part, any Account or deal with the same as the Lender may deem advisable; (d) to require the Borrower to open all mail only in the presence of a representat of the Lender, who may take therefrom any remittance on Collateral; (e) to enter upon the premises of Borrower or any other place or places where the Collateral is located and kept, and through self-help and with judicial process, without first obtaining a final judgment or giving the Borrower notice and opportunity for a hearing on the validity of the Lender's claim, without any pre-seizure hearing as a condition to reposses through court action and without any obligation to pay rent to the Borrower, to remove the Collateral therefrom to the premises of the Lender or of any agent of the Lender, for such time as the Lender may deem, order effectively to collect or liquidate the Collateral; (f) to require the Borrower, upon demand of the Lender, to assemble the Inventory and any other property included in the Collateral and make it available to the Len at places which the Lender shall select, whether at the Borrower's premises or elsewhere, and to make available to the Lender all of the Borrower's premises and facilities for the purpose of the Lender's taking possess of, removing or putting the Inventory and such other goods in salable form; (g) without notice or advertisement, to sell, assign and deliver the Collateral or any other property held by the Lender or by the Borrower the account of the Lender, at public or private sale, for cash, upon credit or otherwise, at the sole option and discretion of the Lender and to bid or become purchaser at any such sale; (h) to use, and to permit a purchaser of any of the Collateral from the Lender to use, without charge, the Borrower's labels, General Intangibles and advertising matter or any property of a similar nature, as it pertains to, or is included in, any the Collateral, in advertising for sale, preparing for sale and selling any Collateral, and finishing the manufacture, processing, fabrication, packaging and delivery of the Inventory, and the Borrower's rights under all licens and all franchise agreements shall inure to the Lender's benefit; and (i) to exercise, in addition to all other rights which it has under this Agreement or other applicable law, all of the rights and remedies of a secur party upon default under the Uniform Commercial Code. The net cash proceeds resulting from the exercise of any of the foregoing rights, after deducting all charges, expenses, costs and attorneys' fees relating there including any and all costs and expenses incurred in securing the possession of Collateral, moving, storing, repairing or finishing the manufacture of Collateral, and preparing the same for sale, shall be applied by Lender to the payment of the Liabilities, whether due or to become due, in such order and in such proportions as the Lender may elect; and the Borrower shall remain liable to the Lender for any deficiency; provid however, that such attorneys' fees shall be limited to 15% of the unpaid balance of the Liabilities after default and referral to an attorney who is not a salaried employee of the Lender, if the transaction is subject 5-19-10 of the Code of Alabama 1975, and no such attorneys' fees shall be collectible if the original principal amount financed is $300 or less.

SECTION 5.03. **Attorney-In-Fact After Default.** At any time after the occurrence of an Event of Default, the Lender or any other person serving as the Borrower's attorney-in-fact under Section 2.03 of this agre shall have all or any of the following powers: (a) to exercise all of the Borrower's rights and remedies with respect to the collection of the Accounts; (b) to settle, adjust, compromise, extend, renew, discharge, or release the Accounts in whole or in part; (c) to sell or assign the Accounts upon such terms, for such amounts and at such time or times as the Lender deems advisable; (d) to take control, in any manner of item of payment on, or proceeds of, Collateral; (e) to use the information recorded on or contained in any data processing equipment and computer hardware and software relating to the Collateral to which has access; (f) to enter into contracts or agreements for the processing, fabrication, packaging and delivery of Inventory as said attorney-in-fact, attorney-in-fact designee, or the Lender may from time to time deem and charge the Borrower's account for any reasonable costs thereby incurred; and (g) to do all acts and things necessary, in the Lender's sole judgment, to carry out the purposes of the agreement.

VI. MISCELLANEOUS

SECTION 6.01. **Notice.** Any requests, demands or notices provided in this agreement to be given by either party hereto to the other shall be conclusively deemed to have been given when the same shall have deposited in the United States mail, postage prepaid, addressed to the party to whom such request, demand or notice is directed at the following address: (a) if to the Borrower, at the address set forth for the Borr principal place of business or chief executive office following the Borrower's signature below; and (b) if to the Bank, at P. O. Box 11007, Birmingham, Alabama 35288, Attention: President. Five days written notice to the Borrower at the Borrower's address set out below shall constitute reasonable notification to the Borrower where notification is required by law.

SECTION 6.02. **Heirs, Successors and Assigns.** Whenever in this agreement any party hereto is referred to, such reference shall be deemed to include the heirs, successors and assigns of such party, except the Borrower may not assign or transfer this agreement without the prior written consent of the Lender, and all convenants, promises and agreements by or on behalf of the Borrower which are contained in this agree shall bind the Borrower's heirs, successors and assigns and shall inure to the benefit of the successors and assigns of the Lender.

SECTION 6.03. **Costs.** The Borrower shall promptly reimburse the Lender for any and all costs and expenses, including but not limited to, the reasonable fees and disbursements of counsel to the Lender, which Lender may incur in connection with (a) the enforcement of the rights of the Lender in connection with the Liabilities, (b) the protection or perfection of the Lender's rights and interests hereunder, (c) the exercise by for the Lender of any of the rights or powers herein conferred upon the Lender, and (d) the prosecution or defense of any action or proceeding by or against the Lender or the Borrower, and Obligor, Purchaser, any of them, concerning any matter arising out of, connected with or related to this agreement, or any of the Collateral, or any of the Liabilities; provided, however that attorneys' fees shall be subject to the limitati set forth in Section 5.02 hereof if this agreement is subject to § 5-19-10 of the Code of Alabama 1975.

SECTION 6.04. **Governing Law.** This agreement shall be construed in accordance with and governed by the laws of the State of Alabama.

SECTION 6.05. **Non-Waiver; Modification; etc.** Neither any failure nor any delay on the part of the Lender in exercising any right, power or privilege under this agreement shall operate as a waiver thereof, nor a single or partial exercise thereof preclude any other or further exercise or the exercise of any other right, power or privilege. No modification, amendment or waiver of any provision of this agreement, and no con to any departure by the Borrower therefrom, shall be effective unless the same shall be in writing and signed by the Lender, and then such waiver or consent shall be effective only in the specific instance and fo purpose for which given. No notice to or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in the same, similar or other circumstances.

SECTION 6.06. **Severability.** Any provision of this agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability wi invalidating the remaining provisions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

SECTION 6.07. **Termination of Security Interest.** The Lender's security interest under this agreement in the Collateral will not be terminated until one of the Lender's officers signs a written termination agreeme Even if the Borrower should pay all of the Liabilities owing to the Lender at any one time, the Lender's security interest will continue to secure any sum the Borrower should later owe the Lender until the written terminat agreement referred to above has been executed by the Lender.

IN WITNESS WHEREOF, the undersigned has executed this agreement on the day and year first above written.

CAUTION — IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

[SEAL]

ATTEST:

Its Secretary

JENKINS BRICK COMPANY
(Borrower)

By

Its President

Address(es) of Borrower:

(a) Principal place of business (chief executive office if more than one):

201 6th Street North
(Street)

Montgomery, Alabama
(City) (State) (Zip)

(b) Place where records are kept concerning Accounts (if different from above):

(Street)

(City) (State) (Zip)

(c) Place(s) where Inventory is kept (if different from above):

(Street)

(State) (Zip)

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AMSOUTH

Continuing Guaranty Agreement

WHEREAS, the undersigned (hereinafter referred to as the "Guarantors," whether one or more) have agreed to guarantee, jointly and severally, the payment of all credit heretofore or hereafter extended and all advances heretofore or hereafter made by AmSouth Bank N.A. (hereinafter referred to as the "Bank") to Jenkins Brick Company, an Alabama corporation (hereinafter referred to as the "Debtor"), and of all other Liabilities (as hereinafter defined) of the Debtor to the Bank.

NOW, THEREFORE, in consideration of the premises, the sum of ten dollars to each of the Guarantors in hand paid by the Bank, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Guarantors, and in order to induce the Bank to extend to the Debtor from time to time such extensions of credit, advances and forbearances as the Bank in its sole discretion may deem prudent and wise, the Guarantors, jointly and severally, unconditionally hereby guarantee the due and punctual payment to the Bank when and as the same shall become due and payable (whether by acceleration or otherwise) of the following (collectively, the "Liabilities"): all indebtedness, obligations and liabilities of the Debtor to the Bank of every kind, character and description whatsoever, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter incurred, contracted or arising, joint or several, liquidated or unliquidated, regardless of how they arise or by what agreement or instrument they may be evidenced or whether they are evidenced by any agreement or instrument, and whether incurred as maker, drawer, endorser, surety, guarantor or otherwise, including without limitation obligations incurred in connection with the issuance of a letter of credit, and any and all extensions and renewals of all or any part of the same.

The Guarantors further jointly and severally agree that, in the event the Bank grants to the Debtor one or more extensions or renewals of any of the Liabilities, or any part thereof, or permits or requires any other modification in any of the terms of the Liabilities, or any part thereof, in any manner which may be acceptable to the Bank, with or without notice to the Guarantors, this guaranty shall, and is hereby made to extend to and cover such extended, renewed or modified Liabilities, on whatever terms and conditions the same may be extended, renewed or modified, and without regard to the number of times or the manner in which the same may have been or shall be extended, renewed or modified.

The Guarantors further jointly and severally agree (a) to pay any and all of the Liabilities upon demand at any time after maturity thereof (whether by acceleration or otherwise); (b) to be bound by all of the terms and provisions appearing on the face of any instrument or agreement evidencing, securing or executed in connection with any of the Liabilities and of any renewal instrument or agreement (including any terms waiving notice and agreeing to pay costs and expenses of collection in the event of default) just as though the Guarantors had signed such instrument or agreement; and (c) that the Bank will not be required first to resort to the Debtor or any other maker, endorser, surety, guarantor or other Guarantor (each of the same being hereinafter individually called an "Obligor") or to the security pledged or granted to it by any instrument or agreement, or otherwise assigned or conveyed to it, but in case of default in the payment of any of the Liabilities the Bank may forthwith look to the Guarantors jointly and severally for payment under the provisions hereof.

The Guarantors hereby further jointly and severally agree that the obligations of the Guarantors hereunder are absolute, unconditional, present and continuing guaranties of payment and not collectibility and shall not be subject to any counterclaim, recoupment, set-off, reduction or defense based upon any claim that the Guarantors, or any of them, may have against the Debtor or the Bank and shall not be discharged, impaired, modified or otherwise affected by (a) the unenforceability, non-existence, invalidity or non-perfection of (i) any of the Liabilities, (ii) any instrument or agreement evidencing, guaranteeing, securing or executed in connection with any of the Liabilities, (iii) any renewal instrument or agreement or (iv) any lien, pledge, assignment, security interest or conveyance given as security therefor; (b) any understanding or agreement that any other person, firm or corporation was or is to execute this agreement or any other document evidencing, guaranteeing or securing the Liabilities, or any part thereof; (c) Bank's resort or failure or refusal to resort to any other security or remedy for the collection of the Liabilities, or any part thereof; (d) the sale, exchange, release or surrender of any collateral or other security for the Liabilities, or any part thereof; (e) the death, insolvency or bankruptcy of any Obligor or the failure of the Bank to file a claim against such deceased or bankrupt Obligor's estate for the amount of such Obligor's liability or obligation to the Bank; (f) any modification, amendment, supplement or change in the status or terms of any of the Liabilities or any collateral or other security for the Liabilities, or any part thereof; (g) any default by the Debtor in payment of any of the Liabilities; (h) any compromise, settlement, release, discharge, termination, waiver or extension of time for payment, performance or observance of, any obligation of any Obligor with respect to any of the Liabilities; (i) the application of any payments, proceeds of collateral or other sums to any of the Liabilities in such order as the Bank may elect; (j) any exercise or non-exercise of any right, remedy, power or privilege of the Bank with respect to any of the Liabilities or any collateral or other security therefor; (k) any failure, omission, delay or lack of diligence on the part of Bank to enforce, assert or exercise any such right, power, privilege or remedy; or (l) any other event, circumstance or condition, whether or not the Guarantors, or any of them, shall have notice or knowledge thereof.

The Guarantors further jointly and severally agree that it shall not be necessary for the Bank to give any Guarantor notice of or to obtain consent or approval of any Guarantor in connection with, (a) the making of any advances or any extensions of credit or the terms thereof, or of any renewal or extension of or other modification with respect to the Liabilities, or any part thereof; (b) any of the matters described in clauses (a) through (l) of the preceeding paragraph; or (c) the Bank's acceptance of and reliance on this agreement. The terms hereof shall inure to the benefit of the successors and assigns of the Bank and shall be binding, jointly and severally, upon the Guarantors, their heirs, executors, administrators, successors and assigns.

Neither any failure nor any delay on the part of the Bank in exercising any right, power or privilege under this agreement shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise or the exercise of any other right, power or privilege. No modification, amendment or waiver of any provision of this agreement shall be effective unless in writing and signed by a duly authorized officer of the Bank, and then the same shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Guarantors in any case shall entitle the Guarantors to any other or further notice or demand in the same, similar or other circumstances.

The Guarantors jointly and severally hereby agree to indemnify and hold the Bank harmless against any loss or expense, including reasonable attorneys' fees and disbursements, that may result from any failure of any Obligor to pay any of the Liabilities when and as due and payable or that may be incurred by or on behalf of the Bank in enforcing payment of any of the Liabilities against any of the Guarantors or any of the other Obligors; provided, however, that if this agreement is subject to § 5-19-10 of the Code of Alabama 1975, attorneys' fees shall be limited to 15% of the unpaid balance of the debt after default, and no attorneys' fees shall be payable if the original principal amount or the original amount financed does not exceed $300.

In addition to all liens upon, and rights of set-off against, any moneys, securities or other property of the Guarantors given to the Bank by law, the Bank shall have a lien upon and a right of set-off against all moneys, securities and other property of any of the Guarantors now or hereafter in the possession of, or on deposit with, the Bank, whether held in a general or special account or deposit, for safekeeping or otherwise; and every such lien and right of set-off may be exercised without demand upon or notice to the Guarantors.

The Guarantors further jointly and severally agree that this agreement shall remain in full force and effect until revoked or terminated by a written instrument, signed by the Guarantors and delivered to the Bank and acknowledged in writing by the Bank, and even after any such revocation or termination, shall be and remain effective as to any Liabilities then outstanding; and that this agreement shall not be construed as being terminated by payment in full of the Liabilities to the Bank, if, thereafter, in the absence of written revocation or termination by the Guarantors acknowledged by the Bank, the Debtor obtains or incurs additional or new Liabilities.

The term "Guarantors" as used herein refers to the undersigned, whether one or more natural persons, corporations, associations, partnerships or other entities.

This agreement shall be governed by, and construed in accordance with, Alabama law.

Witness the signatures and seals of the undersigned on this 6th day of February, 1985.

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

Witness
ATTEST: Kent C. Jenkins

J. H. Jenkins, III (L.S.)

JENKINS HOLDING, INC. (L.S.)

By: [signature] (L.S.)

STATE OF ALABAMA—UNIFORM COMMERCIAL CODE—FINANCING STATEMENT
FORM UCC-1 ALA.

Important: Read Instructions on Back Before Filling out Form.

THIS FINANCING STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE

1. Debtor(s) (Last Name First) and address(es)	2. Secured Party (ies) and address(es)	3. Filing Officer (Date, Time, No., and Filing Office)
Jenkins Brick Company Post Office Box 91 Montgomery, Alabama 36101	AmSouth Bank N.A. Post Office Box 431 Montgomery, Alabama 36195	
4. ☐ Debtor is a utility.		

5. This financing statement covers the following types (or items) of property: All inventory of whatever kind or nature of Debtor now owned or hereafter acquired by Debtor, including without limitation, all brick and building supplies repossessed or returned goods, and other tangible property held by Debtor for sale or lease, or furnished or to be furnished under contracts; or used or consumed in Debtor's business; and all accounts, accounts receivable, chattel mortgages, leases, general intangibles, promissory notes, and evidences of indebtedness of or owing to Debtor whether now existing or hereafter arising, including, without limitation, all accounts, and other rights to payment of money which arise or result from Debtor's sell

Complete only when filing with the Judge of Probate:
6. The initial indebtedness secured by this financing statement is $______
Mortgage tax due (15¢ per $100.00 or fraction thereof) $______

7. ☐ This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)

8. Check X if covered: ☒ Products of Collateral are also covered. No. of additional sheets presented 4

9. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state.
☐ which is proceeds of the original collateral described above in which a security interest is perfected
☐ acquired after a change of name, identity or corporate structure of debtor
☐ as to which the filing has lapsed

Filed with:
Secretary of State of Alabama

Jenkins Brick Company
By: [signature]
Signature(s) of Debtor(s)

AmSouth Bank N.A.
By: [signature]
Signature(s) of Secured Party (ies)
(Required only if filed without debtor's Signature—see Box 9)

(1) Filing Officer Copy — Alphabetical

BOOK 017 PAGE 726

UNIFORM COMMERCIAL CODE FORM UCC-E

1. Please type this form.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer.
3. At the time of original filing, filing officer will return the third (3rd.) copy as an acknowledgment.
4. When filling out this form be sure to type state name in appropriate space.
5. Be sure to file this form with original financing statement.
6. This form to be used for listing additional collateral when the space on Financing Statement is not sufficient.
7. Be sure to fill in total number of sheets in appropriate space.

EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF ALABAMA | TOTAL NUMBER OF SHEETS

or other disposition of debtor's inventory.

All equipment owned or later acquired by debtor, including but not limited to, the equipment listed on Exhibit A which is attached hereto and made a part hereof. The above referenced equipment shall not include any equipment owned and used by debtor in its Coosada plant located in Elmore County, Alabama.

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Jenkins Brick Company
DEBTOR

AmSouth Bank N.A.
SECURED PARTY

2
SHEET No.

(1) Filing Officer Copy — Alphabetical

STANDARD FORM—UNIFORM COMMERCIAL CODE—FORM UCC-E
Approved by The Secretary of State of Alabama

Brown Printing Co., Montgomery, Ala

ITEM#	DESCRIPTION
	MONTGOMERY
1.	TOWMOTOR FORKLIFT, S# 510P31L467
2.	1976 ALLIS CHALMERS MDL 260-EA TRACTOR SCRAPPER #9927
3.	CATERPILLAR LIFT TRUCK MDL 510P #25L742
4.	CATERPILLAR LIFT TRUCK MDL 510P #25L770
5.	CALION MDL 118C MOTOR GRADER #CG11056
6.	LORRAINE DRAGLINE MDL L365 #33258
7.	BOBCAT LOADER MDL M720 S# 13339 and D100 BACKHOE, S#114372
8.	TENNANT 86LP POWER SWEEPER #92646
9.	LINCOLN WELDER MDL SA-100K6090 MOUNTED ON TRUCK S#695452
10.	1973 CATERPILLAR 966 WHEEL LOADER MDL 3H7140 CAB #966-20, S#76J6982
11.	GORMAN RUPP MDL 86-AZ-DD 6 INCH HEAVY DUTY CENTRIFUGAL PUMP POWERED BY MDL DD DIESEL ENGINE #411263
12.	1972 HYSTER H50F #D3D107975
13.	CATERPILLAR FORKLIFT MDL V100 #13V0817
14.	HOUG PAYLOADER #676250
15.	CATERPILLAR MDL 977L TRAXCAVATOR #11K4844
16.	LION LIFT TRUCK MDL MT-PD #733387

jenkins brick company

P.O. BOX 91 MONTGOMERY, ALABAMA 36101 PHONE 834-2210

JENKINS BRICK COMPANY
VEHICLE LISTING

YR	MAKE	MODEL	SER#	DRIVER	LOC	83/84 TAG#
79	Chev	P/U	8225	Varner	MTG	29C 8649
81	Olds	Ctls	3368	Jenkins	MTG	3B 29227
82	Olds	Ctls	8962	Carlson	MTG	3A 71377
83	Olds	Delta	3094	Young	MTG	3B 33289
84	Olds	Delta	7105	Moore	MTG	3B 60526
84	Olds	Ctls	6346	Hawk	MTG	3B 61338
84	Olds	Delta	7007	Thorington	MTG	3B 52725
79	Chev	Imp	0017	Burnette	ATL	CFH 784
76	Chev	P/U	4013	Burnette	ATL	QB 9220
73	Intl	P/U	4969	Wilson	PEN	SUT 051
73	Intl	D/Tk	2526	Delivery	PEN	BE 2941
77	Intl	Trtr	9969	Delivery	PEN	BE 2939
61	Trail	Trlr	5788	Delivery	PEN	K32 513
82	Olds	Ctls	5302	Doty	PEN	
83	Olds	Delta	4211	Sutton	PEN	3B 34237
84	Intl	Trk	8149	Delivery	PEN	
77	White	Trk	9774	Delivery	MOB	21RP463
77	K/W	Trk	708S	Delivery	MOB	2P7A127
73	Lfkn	Trlr	8074	Delivery	MOB	2TR 864
79	Chev	P/U	2208	Delivery	MOB	2PAB393
83	Olds	Delta	3731	Barfield	MOB	2C 63681
85	Chev	Impala	5865	Stockton	MOB	2D 19017
83	Olds	Delta	2946	Spencer	BHM	Brick 1
84	Olds	Ctls	6343	Araujo	BHM	58F 9540
78	Chev	P/U	7157	Nunn	TAL	BS 4714
79	White	Trk	5405	Delivery	TAL	BS 4803
72	Owens	Ut/Tr	1011	Delivery	TAL	L53503
83	Olds	Delta	5339	Harris	TAL	3B 34238
77	Intl	Tndm	0298	Delivery	TAL	
83	Intr	Tr	0002	Delivery	TAL	

ITEM#	DESCRIPTION
	MOBILE
1.	HYSTER FORKLIFT #B3F10029R
2.	DUNBAR AUTOMATIC UNLOADER MDL 655H
3.	DUNBAR UNLOADER #26211
4.	1983 HYSTER FORKLIFT H50XLA177B06190D

ITEM #	DESCRIPTION
	BIRMINGHAM
1.	78 HYSTER MDL H50 LIFT TRUCK #D 9634
2.	CATERPILLAR U60B S# 052500605 FORK LIFT
3.	JOHN DEERE LOADER #180649T

STATE OF ALABAMA—UNIFORM COMMERCIAL CODE—FINANCING STATEMENT
FORM UCC-1 ALA.

Important: Read Instructions on Back Before Filling out Form.

THIS FINANCING STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE

1. Debtor(s) (Last Name First) and address(es)
Jenkins Brick Company
Post Office Box 91
Montgomery, Alabama 36101

2. Secured Party (ies) and address(es)
AmSouth Bank N.A.
Post Office Box 431
Montgomery, Alabama 36195

3. Filing Officer (Date, Time, No., and Filing Office)

4. ☐ Debtor is a utility.

5. This financing statement covers the following types (or items) of property:
See Exhibit A attached hereto and made a part hereof as if set out in full herein.

Complete only when filing with the Judge of Probate:
6. The initial indebtedness secured by this financing statement is $
Mortgage tax due (15¢ per $100.00 or fraction thereof) $

7. ☒ This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records. (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)

8. Check X if covered: ☒ Products of Collateral are also covered.

No. of additional sheets presented 3

9. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state.
☐ which is proceeds of the original collateral described above in which a security interest is perfected
☐ acquired after a change of name, identity or corporate structure of debtor
☐ as to which the filing has lapsed

Filed with:
Judge of Probate, Shelby County, Alabama

Jenkins Brick Company
By: [signature]
Signature(s) of Debtor(s)

AmSouth Bank N.A.
By: [signature]
Signature(s) of Secured Party (ies)
(Required only if filed without debtor's Signature—see Box 9)

Filing Officer Copy — Alphabetical

BOOK 017 PAGE 731

EXHIBIT "A" TO FINANCING STATEMENT BETWEEN

JENKINS BRICK COMPANY AS "DEBTOR" AND AMSOUTH BANK N.A.
AS "SECURED PARTY"

The types or items of property covered by this financing statement are as follows: (i) all buildings, structures and other improvements now or hereafter located on the land described below (the "Land") or on any part or parcel of the Land, hereinafter called the "Improvements"; (ii) all and singular the tenements, hereditaments, easements and appurtenances belonging to the Land or in anywise appertaining to the Land, and the reversion of reversions, remainder or remainders thereof; (iii) all leases, undertakings to lease, contracts to rent, usufructs and other agreements for use, occupancy or possession now or hereafter in force with respect to the Land or any part or parcel of the Land or any of the Improvements, and any and all other agreements, contracts, licenses, permits and arrangements now or hereafter affecting the Land or any part or parcel of the Land or any of the Improvements, whether written or oral and whether now or hereafter made or executed and delivered, hereinafter collectively called the "Leases"; (iv) all rents, issues, income, revenues and profits now or hereafter accruing from, and all accounts and contract rights now or hereafter arising in connection with, the Land or any part or parcel of the Land or any of the Improvements, including without limitation all rents, issues, income, revenues and profits accruing from, and all accounts and contract rights arising in connection with, the Leases, together with all monies and proceeds now or hereafter due or payable with respect thereto or on account thereof, and all security deposits, damage deposits and other funds paid by any lessee, sublessee, tenant, subtenant, licensee, permittee or other obligee under any of the Leases, whether paid in a lump sum or installments; (v) all minerals, flowers, crops, trees, timber, shrubbery and other emblements now or hereafter located on the Land or under the Land or on or under any part or parcel of the Land; (vi) all estates, rights, title and interest in the Land, or in any part or parcel of the Land; (vii) all equipment, machinery, apparatus, fittings, furniture, furnishings and personal property of every kind or description whatsoever now or hereafter located on the Land or on any part of parcel of the Land or in or on any of the Improvements, and used in connection with the operation or maintenance of the Land or any of the Improvements, all accessions and additions to and replacements of the foregoing and all proceeds (direct and remote) of the foregoing, including without limitation all plumbing, heating, lighting, ventilating, refrigerating, waterheating, incinerating, air-conditioning and hearing, and sprinkling equipment and systems, and all screens, awnings and signs; (viii) all fixtures (including all trade, domestic and ornamental fixtures) now or hereafter on the Land or on any part or parcel of the Land or in or on any of the Improvements, whether actually or constructively attached or affixed, including without limitation all plumbing, heating, lighting, ventilating, refrigerating, water-heating, incinerating, airconditioning and heating, and sprinkling fixtures, and all screens, awnings and signs which are fixtures; (ix) all building materials, supplies, goods, machinery and equipment delivered to the Land and placed on the Land for the purpose of being affixed to or installed or incorporated or otherwise used in or on the Land or any part or parcel of the Land or any of the Improvements, and all accessions and additions to and replacements of the foregoing and all proceeds (direct or remote) of the foregoing; (x) all payments, awards, judgments and settlements (including interest thereon) to which Debtor may be or

BOOK 017 PAGE 732

become entitled as a result of the exercise of the right of eminent domain with respect to the Land or any part or parcel of the Land or any of the Improvements; (xi) all policies of insurance which insure against loss or damage to any property described above and all proceeds from and payments under such policies; and (xii) all names, tradenames, signs, marks and trademarks under which any business located on the Land is operated or known.

This financing statement is given in order to perfect the security interests granted by that certain Security Agreement dated February 6, 1985; that certain Mortgage dated February 6, 1985, executed by Debtor as Mortgagor and delivered to Secured Party as Mortgagee. The Mortgage dated February 6, 1985 is of record in Shelby and Montgomery Counties. The Land is described as follows:

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Parcel One Beginning at the intersection of the west side of Furnace Street and the south side of Sixth Street in the City of Montgomery, Alabama; thence south along the West side of Furnace Street a distance of 250.0 feet; thence west and parallel with Sixth Street a distance of 100.0 feet; thence north and parallel with Furnace Street a distance of 250.0 feet to the south side of Sixth Street to the point of beginning; the said land being in the southeast quarter of Section 36, T17N, R17E, Montgomery City and County, Alabama.

Parcel Two A certain parcel or tract of land lying and being situate in Section 6, Township 16 North, Range 18 East, in the City of Montgomery, Montgomery County, Alabama, and being more particularly described as follows:

Starting at the Northeast corner of Section 6, Township 16 North, Range 18 East, and thence going westerly along the northerly line of said Section 6, 1328 feet to an iron rail; thence at an angle of 85 degrees 50 minutes to the left, in a southerly direction 546.15 feet to the point of beginning; thence continuing in a southerly direction 756.35 feet to an iron rail; thence at an angle of 85 degrees 51 minutes to the right in a westerly direction 1153 feet to a point in the easterly line of French Street; thence at an angle of 94 degrees 19 minutes to the right along an extension to said easterly line of French Street northerly, 756.35 feet; thence at an angle of 85 degrees 41 minutes to the right in an easterly direction 1150.7 feet to the point of beginning.

Parcel Three A parcel of land located in the SE 1/4 of SE 1/4 of Sec. 25, Twp. 19 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the SW corner of said 1/4-1/4 Section; thence in a Northerly direction along the Westerly line of said 1/4-1/4 Section, a distance of 450.01 feet; thence 112 deg. 21' right, in a Southeasterly direction, a distance of 103.31 feet; thence 57 deg. 30' 10" left, in a Northeasterly direction, a distance of 484.09 feet; thence 90 deg. right, in a Southeasterly direction, a distance of 25.00 feet to the point of beginning; thence 90 deg. left, in a Northeasterly direction, a distance of 246.44 feet to the beginning of a curve to the left, having a radius of 154.38 feet; thence in a Northeasterly direction along the arc of said curve, a distance of 47.23 feet; thence in a

15 minutes East a distance of 60 feet to an iron pin on the south or east side of said Division Street, said point being 333 feet north and 483 feet west of the Center of Section 36, Township 17, Range 17, thence south and parallel to the east line of the west one-half of said Section 36, and 483 feet West thereof, a distance of 1586.1 feet; thence southeasterly along the north right of way of the Belt Line Railroad to the north line of 8th Street; thence east along the north line of said 8th Street a distance of 830 feet to the northwest corner of 8th and Furnace Streets; thence north along the west line of said Furnace Street, 498 feet; thence east and parallel to the North line of 8th Street 800 feet to the west line of Railroad Street; thence north along the west line of Railroad Street a distance of 179 feet; thence across Railroad Street and along the north property line of the Royster property referred to above a distance of 1260.4 feet to the point of beginning; said property lying in the Northeast Quarter, the Northwest Quarter, the North Half of the Southeast Quarter, and the Northeast Quarter of the Southwest Quarter, all in Section 36, Township 17, Range 17.

Less and except therefrom any and all rights of way for North Court Street, Railroad Street, Furnace Street or Division Street. The above described property being situated in Montgomery County, Alabama.

Parcel Four

All that certain piece, parcel or tract of land located in the South Half of the Northwest Quarter of Section 31, Township 17, Range 18, more particularly described as follows: Beginning at the southwest corner of the Northwest Quarter of Section 31, Township 17, Range 18 and running thence North 89° - 57' East 356.4 feet along the east-west half section line; thence continuing along said half section line North 89° - 43' East 1314.3 feet to its point of intersection with the west right of way line of the Jackson Ferry Road, said right of way line being 30 feet west of the center line of said road; thence along said west right of way line North 01° - 51' East 154.1 feet; thence continuing North 180.85 feet; North 01° - 33' West 541.7 feet; thence leaving said west right of way line and running south 89° - 43' west 1661.0 feet to a point in the west line of said Section 31; thence south along said west line 875.0 feet to the point of beginning and containing 33.6 acres. The above described property being situated in Montgomery County, Alabama.

STATE OF ALABAMA—UNIFORM COMMERCIAL CODE—FINANCING STATEMENT
FORM UCC-1 ALA.

Important: Read Instructions on Back Before Filling out Form.

THIS FINANCING STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE

1. Debtor(s) (Last Name First) and address(es)	2. Secured Party (ies) and address(es)	3. Filing Officer (Date, Time, No., and Filing Office)
Jenkins Brick Company Post Office Box 91 Montgomery, Alabama 36101	AmSouth Bank N.A. Post Office Box 431 Montgomery, Alabama 36195	

4. ☐ Debtor is a utility.

5. This financing statement covers the following types (or items) of property: The types or items of property covered by this financing statement are described in Exhibit "A" attached hereto and made a part hereof by reference.

6. Complete only when filing with the Judge of Probate:
The initial indebtedness secured by this financing statement is $________
Mortgage tax due (15¢ per $100.00 or fraction thereof) $________

7. ☒ This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)

8. Check X if covered: ☒ Products of Collateral are also covered.

No. of additional sheets presented 2

9. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state.
☐ which is proceeds of the original collateral described above in which a security interest is perfected
☐ acquired after a change of name, identity or corporate structure of debtor
☐ as to which the filing has lapsed

Filed with:
Floyd County, Georgia Clerk of Superior Court

Jenkins Brick Company
By: [signature]
Signature(s) of Debtor(s)

AmSouth Bank N.A.
By: [signature]
Signature(s) of Secured Party (ies)
(Required only if filed without debtor's Signature—see Box 9)

(1) Filing Officer Copy — Alphabetical

BOOK 017 PAGE 735

EXHIBIT "A" TO FINANCING STATEMENT BETWEEN

JENKINS BRICK COMPANY AS "DEBTOR" AND AMSOUTH BANK N.A. AS "SECURED PARTY"

The types or items of property covered by this financing statement are as follows: (i) all buildings, structures and other improvements now or hereafter located on the land described below (the "Land") or on any part or parcel of the Land, hereinafter called the "Improvements"; (ii) all and singular the tenements, hereditaments, easements and appurtenances belonging to the Land or in anywise appertaining to the Land, and the reversion of reversions, remainder or remainders thereof; (iii) all leases, undertakings to lease, contracts to rent, usufructs and other agreements for use, occupancy or possession now or hereafter in force with respect to the Land or any part or parcel of the Land or any of the Improvements, and any and all other agreements, contracts, licenses, permits and arrangements now or hereafter affecting the Land or any part or parcel of the Land or any of the Improvements, whether written or oral and whether now or hereafter made or executed and delivered, hereinafter collectively called the "Leases"; (iv) all rents, issues, income, revenues and profits now or hereafter accruing from, and all accounts and contract rights now or hereafter arising in connection with, the Land or any part or parcel of the Land or any of the Improvements, including without limitation all rents, issues, income, revenues and profits accruing from, and all accounts and contract rights arising in connection with, the Leases, together with all monies and proceeds now or hereafter due or payable with respect thereto or on account thereof, and all security deposits, damage deposits and other funds paid by any lessee, sublessee, tenant, subtenant, licensee, permittee or other obligee under any of the Leases, whether paid in a lump sum or installments; (v) all minerals, flowers, crops, trees, timber, shrubbery and other emblements now or hereafter located on the Land or under the Land or on or under any part or parcel of the Land; (vi) all estates, rights, title and interest in the Land, or in any part or parcel of the Land; (vii) all equipment, machinery, apparatus, fittings, furniture, furnishings and personal property of every kind or description whatsoever now or hereafter located on the Land or on any part of parcel of the Land or in or on any of the Improvements, and used in connection with the operation or maintenance of the Land or any of the Improvements, all accessions and additions to and replacements of the foregoing and all proceeds (direct and remote) of the foregoing, including without limitation all plumbing, heating, lighting, ventilating, refrigerating, waterheating, incinerating, air-conditioning and hearing, and sprinkling equipment and systems, and all screens, awnings and signs; (viii) all fixtures (including all trade, domestic and ornamental fixtures) now or hereafter on the Land or on any part or parcel of the Land or in or on any of the Improvements, whether actually or constructively attached or affixed, including without limitation all plumbing, heating, lighting, ventilating, refrigerating, water-heating, incinerating, airconditioning and heating, and sprinkling fixtures, and all screens, awnings and signs which are fixtures; (ix) all building materials, supplies, goods, machinery and equipment delivered to the Land and placed on the Land for the purpose of being affixed to or installed or incorporated or otherwise used in or on the Land or any part or parcel of the Land or any of the Improvements, and all accessions and additions to and replacements of the foregoing and all proceeds (direct or remote) of the foregoing; (x) all payments, awards, judgments and settlements (including interest thereon) to which Debtor may be or

become entitled as a result of the exercise of the right of eminent domain with respect to the Land or any part or parcel of the Land or any of the Improvements, (xi) all policies of insurance which insure against loss or damage to any property described above and all proceeds from and payments under such policies; and (xii) all names, tradenames, signs, marks and trademarks under which any business located on the Land is operated or known.

This financing statement is given in order to perfect the security interests granted by that certain Deed to Secure Debt dated February 6, 1985 executed by Debtor and delivered to Secured Party. The Deed to Secure Debt is to be recorded in Fulton and Floyd Counties, Georgia. The Land is described as follows:

PARCEL 1: All that tract or parcel of land lying and being in Land Lot 243 of the 17th District of Fulton County, Georgia, being more particularly described as follows:

To find the beginning point, commence at a point where the center line of Fisher Avenue intersects with the center line of the L & N Railroad right-of-way; run thence northeasterly along the center line of said railroad right-of-way a distance of 117 feet to a point; run thence northwesterly a distance of 100 feet to an iron pin where the western line of L & N Railroad right-of-way intersects the northeasterly corner of property now or formerly owned by W. C. Fisher, which point is the true point of beginning, and from said true point of beginning, running thence northwesterly along a line forming an interior angle of 93°29' with the western line of said railroad right-of-way and along the northeasterly line of said Fisher property a distance of 296 feet to an iron pin at the northwesterly corner of said Fisher property; thence continuing northwesterly along a line forming an interior angle of 182°58' with the preceding course a distance of 639.2 feet to an iron pin; thence northeasterly along a line forming an interior angle of 64°32' with the preceding course a distance of 708.3 feet to an iron pin; thence continuing northeasterly along a line forming an interior angle of 161°00' with the preceding course a distance of 521.6 feet to an iron pin; thence continuing northeasterly along a line forming an interior angle of 178°20' with the preceding course a distance of 251.4 feet to an iron pin on the western right-of-way of the L & N Railroad right-of-way; thence southerly and southwesterly following the curvature of the western line of said railroad right-of-way a distance of 1219 feet to the true point of beginning; said property containing 16.4 acres and being more particularly described from plat of survey made for Atlanta Brick Company by C. E. Ruppe, Registered Surveyor, dated May 4, 1971, and also shown on a plat of survey for Jenkins Brick Company prepared by Delta Engineers & Surveyors, dated May 16, 1972 and revised May 23, 1972.

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PARCEL 2: All that tract or parcel of land lying and being in Land Lot 243, 244 and 254 of the 17th District, Fulton County, Georgia, described as follows:

Beginning at a concrete monument at the intersection of the northwest sdie of Bolton Road with the west side of the Louisville and Nashville Railroad Company right-of-way; running thence S43°01'20"W along the northwest side of Bolton Road 189.6 feet to an iron pin; thence S51°11'40"E along Bolton Road 15 feet to a concrete monument; thence S43°04'10"W along the northwest side of Bolton Road 433.2 feet to an iron pin; thence N44°26'20"W 145 feet to an iron pin; thence N44°32'10"W 40.3 feet to an iron pin; thence North 45°07'20"E 60 feet to an iron pin; thence north 34°36'W 148.1 feet to an iron pin; thence N30°11'W 20 feet to an iron pin; thence S59°49'W 68.48 feet to an iron pin; thence southwest with the arc of a curve to the left (Chord: S56°17'40"W 99.94 feet) 100 feet to an iron pin; thence southwest with the arc of a curve to the left (Chord: S49°14'50"W 99.94 feet) 100 feet to an iron pin; thence southwest with the arc of a curve to the left (Chord: S42°12'20"W 99.94 feet) 100 feet to an iron pin; thence southwest with the acre of a curve to the left (Chord: S35°09'30"W 99.94 feet) 100 feet to an iron pin; thence southwest with the arc of a curve to the left (Chord: S28°45'W 81.82 feet) 81.86 feet to an iron pin; thence S25°52'W 153.66 feet to an iron pin on the West line of said Land Lot 244; thence N00°46'10"W along the west line of Land Lots 244 and 243, 1912.1 feet to an iron pin; thence N23°20'10"W 1961.3 feet to an iron pin; thence continuing N23°20'10"W 18.7 feet, more or less, to the south bank of the Chattahoochee River; thence easterly along the south bank of said river, and following the meanderings thereof, 1760 feet, more or less, to the southwest side of the Louisville and Nashville Railroad right-of-way; thence S12°56'30"E along said right-of-way 222 feet, more or less, to an iron pin; thence S77°03'30"W along said right-of-way 6 feet to an iron pin; thence S15°13'40"E along said right-of-way 150.13 feet to an iron pin; thence S12°56'30"E along said right-of-way 411 feet to an iron pin; thence south along said right-of-way with the arc of a curve to the right 872 feet to a nail set; thence S12°50'30"W along said right-of-way 290.2 feet to an iron pin; thence N80°36'10"W 296 feet to a rail; thence S11°18'W 346 feet to an iron pin; thence S80°36'10"E 362.5 feet to an iron pin on the west side of the aforesaid right-of-way; thence south along said right-of-way, and following the curvature thereof, 33.1 feet to an iron pin; thence S17°32'W along said right-of-way 202.8 feet to an iron pin; thence S00°47'30"E along said right-of-way 244.1 feet to an iron pin; thence S17°59'30"E along said right-of-way 314.1 feet to the point of beginning; as more particularly shown on a plat of survey for Jenkins Brick Company by Delta Engineers & Surveyors dated May 16, 1972 and revised May 23, 1972.

LESS AND EXCEPT so much of said Parcel 2 as is included in the description of Parcel 1 above.

ALSO LESS AND EXCEPT THE FOLLOWING: All that tract or parcel of land lying and being in Land Lot 254 of the 17th District of Fulton County, Georgia, containing 11.83 acres as shown on Plat of Survey prepared for Martin-Marietta Corporation by Grist & Hardwick, Inc., dated March 29, 1975 and recorded in Plat Book 107, Page 59, Fulton County, Georgia Records, and being more particularly described as follows:

To find the point of beginning, commence at the point formed by the intersection of the east land lot line of Land Lot 253, said District and County, with the northwest limits of the 20-foot right-of-way of the abandoned river car line known as "Collins Park & Belt Railroad", thence in a northerly direction along the east land lot line of said Land Lot 253 and along the east land lot line of said Land Lot 254 a distance of 1912.1 feet to an iron pin on the east land lot line of said Land Lot 254 at the true point of beginning, from the point of beginning thus established, running thence N23°18'50"W along the northeastern line of property of Martin-Marietta Corporation a distance of 1980 feet to a point on the south bank of the Chattahoochee River; running thence easterly along the south bank of said river and following the meanderings thereof a distance of 105 feet, more or less, to a point (said point being further located by a traverse line bearing N72°03'02"E 100.44 feet from the last preceding point); running thence S23°18'58"E a distance of 363.98 feet to a point; running thence in an easterly direction along the arc of a curve to the left a distance of 264.80 feet to a point (said curve being subtended by a chord bearing S87°56'05"E 262.03 feet), running thence N77°40'53"E a distance of 267.94 feet to a point on the east land lot line of said Land Lot 254; running thence S00°44'58"E along the east land lot line of said Land Lot 254 a distance of 1563.85 feet to an iron pin at the point of beginning.

PARCEL 3: All that tract or parcel of land lying and being in the 4th District and 4th Section of Floyd County, Georgia, being the east one-half of Land Lot 81, containing eighty acres, more or less; LESS AND EXCEPT approximately one and one-half acres in the northwest corner of said tract deeded to James J. Johnson by warranty deed dated October 19, 1910, recorded in Deed Book 79, Page 203, Floyd County Records; and about one-fourth acre along the north line of said tract deeded to J. A. Buchanan by warranty deed dated January 21, 1911, recorded in Deed Book 81, Page 256, said records.

PARCEL 4: All that tract or parcel of land lying and being in the 4th District and 4th Section of Floyd County, Georgia, being all of original Land Lot 100 in said District and Section, containing 160 acres, more or less.

STATE OF ALABAMA—UNIFORM COMMERCIAL CODE—FINANCING STATEMENT
FORM UCC-1 ALA.

Important: Read Instructions on Back Before Filling out Form.

THIS FINANCING STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE

1. Debtor(s) (Last Name First) and address(es)
Jenkins Brick Company
Post Office Box 91
Montgomery, Alabama 36101

2. Secured Party (ies) and address(es)
AmSouth Bank N.A.
Post Office Box 431
Montgomery, Alabama 36195

3. Filing Officer (Date, Time, No., Filing Office)

4. ☐ Debtor is a utility.

5. This financing statement covers the following types (or items) of property: All inventory of whatever kind or nature of Debtor now owned or hereafter acquired by Debtor, including without limitation, all bri and building supplies repossessed or required goods, and other tangible property held by Debtor for sale or lease, or furnished or to be furnished under contracts, or used or consumed in Debtor's business; and all accounts, accounts receivable, chattel mortgages leases, general intangibles, promissory notes, and evidences of indebtedness of or owi to Debtor whether now existing or hereafter arising, including, without limitation, all accounts, and other rights to payment of money which arise or result from Debtor's sel

Complete only when filing with the Judge of Probate:
6. The initial indebtedness secured by this financing statement is $____
Mortgage tax due (15¢ per $100.00 or fraction thereof) $____

7. ☐ This financing statement covers timber to be cut, crops, or fi is to be cross indexed in the real estate mortgage records (Desc estate and if debtor does not have an interest of record, give record owner in Box 5)

8. Check X if covered: ☒ Products of Collateral are also covered. No. of additional sheets presented ____

9. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state.
☐ which is proceeds of the original collateral described above in security interest is perfected
☐ acquired after a change of name, identity or corporate struc debtor
☐ as to which the filing has lapsed

Filed with:
Fulton County Clerk, Superior Court

Jenkins Brick Company
By: [signature]
Signature(s) of Debtor(s)

AmSouth Bank N.A.
By: [signature]
Signature(s) of Secured Party (ies)
(Required only if filed without debtor's Signature—see Box 9)

(1) Filing Officer Copy — Alphabetical

BOOK 017 PAGE 740

BROWN PRINTING CO., MONTGOMERY

UNIFORM COMMERCIAL CODE FORM UCC-E

1. Please type this form.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer.
3. At the time of original filing, filing officer will return the third (3rd.) copy as an acknowledgment.
4. When filling out this form be sure to type state name in appropriate space.
5. Be sure to file this form with original financing statement.
6. This form to be used for listing additional collateral when the space on Financing Statement is not sufficient.
7. Be sure to fill in total number of sheets in appropriate space.

EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF GEORGIA | TOTAL NUMBER OF SHEETS

or other disposition of debtor's inventory.

All equipment owned or later acquired by debtor, including but not limited to, the equipment listed on Exhibit A which is attached hereto and made a part hereof. The above referenced equipment shall not include any equipment owned and used by debtor in its Coosada plant located in Elmore County, Alabama.

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Jenkins Brick Company — DEBTOR

AmSouth Bank N.A. — SECURED PARTY

2 — SHEET No.

(1) Filing Officer Copy — Alphabetical

STANDARD FORM—UNIFORM COMMERCIAL CODE—FORM UCC-E
Approved by The Secretary of State of Alabama

Brown Printing Co., Montgomery, Al.

jenkins brick company

P.O. BOX 91 MONTGOMERY, ALABAMA 36101 PHONE 834-2210

JENKINS BRICK COMPANY
VEHICLE LISTING

YR	MAKE	MODEL	SER#	DRIVER	LOC	83/84 TAG#
79	Chev	P/U	8225	Varner	MTG	29C 8649
81	Olds	Ctls	3368	Jenkins	MTG	3B 29227
82	Olds	Ctls	8962	Carlson	MTG	3A 71377
83	Olds	Delta	3094	Young	MTG	3B 33289
84	Olds	Delta	7105	Moore	MTG	3B 60526
84	Olds	Ctls	6346	Hawk	MTG	3B 61398
84	Olds	Delta	7007	Thorington	MTG	3B 52725
79	Chev	Imp	0017	Burnette	ATL	CFH 784
76	Chev	P/U	4013	Burnette	ATL	QB 9220
73	Intl	P/U	4969	Wilson	PEN	SUT 051
73	Intl	D/Tk	2526	Delivery	PEN	BE 2941
77	Intl	Trtr	9969	Delivery	PEN	BE 2939
61	Trail	Trlr	5788	Delivery	PEN	K32 513
82	Olds	Ctls	5302	Doty	PEN	
83	Olds	Delta	4211	Sutton	PEN	3B 34237
84	Intl	Trk	8149	Delivery	PEN	
77	White	Trk	9774	Delivery	MOB	21RP463
77	K/W	Trk	708S	Delivery	MOB	2P7A127
73	Lfkn	Trlr	8074	Delivery	MOB	2TR 864
79	Chev	P/U	2208	Delivery	MOB	2PAB393
83	Olds	Delta	3731	Barfield	MOB	2C 63681
85	Chev	Impala	5865	Stockton	MOB	2D 19017
83	Olds	Delta	2946	Spencer	BHM	Brick 1
84	Olds	Ctls	6343	Araujo	BHM	58F 9540
78	Chev	P/U	7157	Nunn	TAL	BS 4714
79	White	Trk	5405	Delivery	TAL	BS 4803
72	Owens	Ut/Tr	1011	Delivery	TAL	L53503
83	Olds	Delta	5339	Harris	TAL	3B 34238
77	Intl	Tndm	0298	Delivery	TAL	
83	Intr	Tr	0002	Delivery	TAL	

ITEM#	DESCRIPTION
	ATLANTA
1.	HYSTER LIFT TRUCK MDL H50F #D3D15575-----------------
2.	MICHIGAN TRACTOR SHOVEL MDL 125B #441A 180-----------
3.	CATERPILLAR FORKLIFT MDL V100 #13V0818---------------
4.	CATERPILLAR FORKLIFT MDL V51B #52501122--------------
5.	CATERPILLAR FORKLIFT MDL V51B #52J01123--------------

BOOK C17 PAGE 714

STATE OF ALABAMA—UNIFORM COMMERCIAL CODE—FINANCING STATEMENT

FORM UCC-1 ALA.

Important: Read Instructions on Back Before Filling out Form.

THIS FINANCING STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE

1. Debtor(s) (Last Name First) and address(es)	2. Secured Party (ies) and address(es)	3. Filing Officer (Date, Time, No., Filing Office)
Jenkins Brick Company Post Office Box 91 Montgomery, Alabama 36101	AmSouth Bank N.A. Post Office Box 431 Montgomery, Alabama 36195	
4. ☐ Debtor is a utility.		

5. This financing statement covers the following types (or items) of property: The types or items of property covered by this financing statement are described in Exhibit "A" attached hereto and made a part hereof by reference.

6. Complete only when filing with the Judge of Probate: The initial indebtedness secured by this financing statement is $______ Mortgage tax due (15¢ per $100.00 or fraction thereof) $______

7. X☐ This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)

8. Check X if covered: ☒ Products of Collateral are also covered.

No. of additional sheets presented 2

9. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so)
- ☐ already subject to a security interest in another jurisdiction when it was brought into this state.
- ☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state.
- ☐ which is proceeds of the original collateral described above in which a security interest is perfected
- ☐ acquired after a change of name, identity or corporate structure of debtor
- ☐ as to which the filing has lapsed

Filed with:
Fulton County, Georgia Clerk of Superior Court

Jenkins Brick Company
By: [signature]
Signature(s) of Debtor(s)

AmSouth Bank N.A.
By: [signature]
Signature(s) of Secured Party (ies)
(Required only if filed without debtor's Signature—see Box 9)

(1) Filing Officer Copy — Alphabetical

EXHIBIT "A" TO FINANCING STATEMENT BETWEEN

JENKINS BRICK COMPANY AS "DEBTOR" AND AMSOUTH BANK N.A. AS "SECURED PARTY"

The types or items of property covered by this financing statement are as follows: (i) all buildings, structures and other improvements now or hereafter located on the land described below (the "Land") or on any part or parcel of the Land, hereinafter called the "Improvements"; (ii) all and singular the tenements, hereditaments, easements and appurtenances belonging to the Land or in anywise appertaining to the Land, and the reversion of reversions, remainder or remainders thereof; (iii) all leases, undertakings to lease, contracts to rent, usufructs and other agreements for use, occupancy or possession now or hereafter in force with respect to the Land or any part or parcel of the Land or any of the Improvements, and any and all other agreements, contracts, licenses, permits and arrangements now or hereafter affecting the Land or any part or parcel of the Land or any of the Improvements, whether written or oral and whether now or hereafter made or executed and delivered, hereinafter collectively called the "Leases"; (iv) all rents, issues, income, revenues and profits now or hereafter accruing from, and all accounts and contract rights now or hereafter arising in connection with, the Land or any part or parcel of the Land or any of the Improvements, including without limitation all rents, issues, income, revenues and profits accruing from, and all accounts and contract rights arising in connection with, the Leases, together with all monies and proceeds now or hereafter due or payable with respect thereto or on account thereof, and all security deposits, damage deposits and other funds paid by any lessee, sublessee, tenant, subtenant, licensee, permittee or other obligee under any of the Leases, whether paid in a lump sum or installments; (v) all minerals, flowers, crops, trees, timber, shrubbery and other emblements now or hereafter located on the Land or under the Land or on or under any part or parcel of the Land; (vi) all estates, rights, title and interest in the Land, or in any part or parcel of the Land; (vii) all equipment, machinery, apparatus, fittings, furniture, furnishings and personal property of every kind or description whatsoever now or hereafter located on the Land or on any part of parcel of the Land or in or on any of the Improvements, and used in connection with the operation or maintenance of the Land or any of the Improvements, all accessions and additions to and replacements of the foregoing and all proceeds (direct and remote) of the foregoing, including without limitation all plumbing, heating, lighting, ventilating, refrigerating, waterheating, incinerating, air-conditioning and hearing, and sprinkling equipment and systems, and all screens, awnings and signs; (viii) all fixtures (including all trade, domestic and ornamental fixtures) now or hereafter on the Land or on any part or parcel of the Land or in or on any of the Improvements, whether actually or constructively attached or affixed, including without limitation all plumbing, heating, lighting, ventilating, refrigerating, water-heating, incinerating, airconditioning and heating, and sprinkling fixtures, and all screens, awnings and signs which are fixtures; (ix) all building materials, supplies, goods, machinery and equipment delivered to the Land and placed on the Land for the purpose of being affixed to or installed or incorporated or otherwise used in or on the Land or any part or parcel of the Land or any of the Improvements, and all accessions and additions to and replacements of the foregoing and all proceeds (direct or remote) of the foregoing; (x) all payments, awards, judgments and settlements (including interest thereon) to which Debtor may be or

become entitled as a result of the exercise of the right of eminent domain with respect to the Land or any part or parcel of the Land or any of the Improvements, (xi) all policies of insurance which insure against loss or damage to any property described above and all proceeds from and payments under such policies; and (xii) all names, tradenames, signs, marks and trademarks under which any business located on the Land is operated or known.

This financing statement is given in order to perfect the security interests granted by that certain Deed to Secure Debt dated February 6, 1985 executed by Debtor and delivered to Secured Party. The Deed to Secure Debt is to be recorded in **Fulton and Floyd Counties, Georgia. The Land is described as follows:**

PARCEL 1: All that tract or parcel of land lying and being in Land Lot 243 of the 17th District of Fulton County, Georgia, being more particularly described as follows:

To find the beginning point, commence at a point where the center line of Fisher Avenue intersects with the center line of the L & N Railroad right-of-way; run thence northeasterly along the center line of said railroad right-of-way a distance of 117 feet to a point; run thence northwesterly a distance of 100 feet to an iron pin where the western line of L & N Railroad right-of-way intersects the northeasterly corner of property now or formerly owned by W. C. Fisher, which point is the true point of beginning, and from said true point of beginning, running thence northwesterly along a line forming an interior angle of 93°29' with the western line of said railroad right-of-way and along the northeasterly line of said Fisher property a distance of 296 feet to an iron pin at the northwesterly corner of said Fisher property; thence continuing northwesterly along a line forming an interior angle of 182°58' with the preceding course a distance of 639.2 feet to an iron pin; thence northeasterly along a line forming an interior angle of 64°32' with the preceding course a distance of 708.3 feet to an iron pin; thence continuing northeasterly along a line forming an interior angle of 161°00' with the preceding course a distance of 521.6 feet to an iron pin; thence continuing northeasterly along a line forming an interior angle of 178°20' with the preceding course a distance of 251.4 feet to an iron pin on the western right-of-way of the L & N Railroad right-of-way; thence southerly and southwesterly following the curvature of the western line of said railroad right-of-way a distance of 1219 feet to the true point of beginning; said property containing 16.4 acres and being more particularly described from plat of survey made for Atlanta Brick Company by C. E. Ruppe, Registered Surveyor, dated May 4, 1971, and also shown on a plat of survey for Jenkins Brick Company prepared by Delta Engineers & Surveyors, dated May 16, 1972 and revised May 23, 1972.

PARCEL 2: All that tract or parcel of land lying and being in Land Lot 243, 244 and 254 of the 17th District, Fulton County, Georgia, described as follows:

Beginning at a concrete monument at the intersection of the northwest sdie of Bolton Road with the west side of the Louisville and Nashville Railroad Company right-of-way; running thence S43°01'20"W along the northwest side of Bolton Road 189.6 feet to an iron pin; thence S51°11'40"E along Bolton Road 15 feet to a concrete monument; thence S43°04'10"W along the northwest side of Bolton Road 433.2 feet to an iron pin; thence N44°26'20"W 145 feet to an iron pin; thence N44°32'10"W 40.3 feet to an iron pin; thence North 45°07'20"E 60 feet to an iron pin; thence north 34°36'W 148.1 feet to an iron pin; thence N30°11'W 20 feet to an iron pin; thence S59°49'W 68.48 feet to an iron pin; thence southwest with the arc of a curve to the left (Chord: S56°17'40"W 99.94 feet) 100 feet to an iron pin; thence southwest with the arc of a curve to the left (Chord: S49°14'50"W 99.94 feet) 100 feet to an iron pin; thence southwest with the arc of a curve to the left (Chord: S42°12'20"W 99.94 feet) 100 feet to an iron pin; thence southwest with the acre of a curve to the left (Chord: S35°09'30"W 99.94 feet) 100 feet to an iron pin; thence southwest with the arc of a curve to the left (Chord: S28°45'W 81.82 feet) 81.86 feet to an iron pin; thence S25°52'W 153.66 feet to an iron pin on the West line of said Land Lot 244; thence N00°46'10"W along the west line of Land Lots 244 and 243, 1912.1 feet to an iron pin; thence N23°20'10"W 1961.3 feet to an iron pin; thence continuing N23°20'10"W 18.7 feet, more or less, to the south bank of the Chattahoochee River; thence easterly along the south bank of said river, and following the meanderings thereof, 1760 feet, more or less, to the southwest side of the Louisville and Nashville Railroad right-of-way; thence S12°56'30"E along said right-of-way 222 feet, more or less, to an iron pin; thence S77°03'30"W along said right-of-way 6 feet to an iron pin; thence S15°13'40"E along said right-of-way 150.13 feet to an iron pin; thence S12°56'30"E along said right-of-way 411 feet to an iron pin; thence south along said right-of-way with the arc of a curve to the right 872 feet to a nail set; thence S12°50'30"W along said right-of-way 290.2 feet to an iron pin; thence N80°36'10"W 296 feet to a rail; thence S11°18'W 346 feet to an iron pin; thence S80°36'10"E 362.5 feet to an iron pin on the west side of the aforesaid right-of-way; thence south along said right-of-way, and following the curvature thereof, 33.1 feet to an iron pin; thence S17°32'W along said right-of-way 202.8 feet to an iron pin; thence S00°47'30"E along said right-of-way 244.1 feet to an iron pin; thence S17°59'30"E along said right-of-way 314.1 feet to the point of beginning; as more particularly shown on a plat of survey for Jenkins Brick Company by Delta Engineers & Surveyors dated May 16, 1972 and revised May 23, 1972.

LESS AND EXCEPT so much of said Parcel 2 as is included in the description of Parcel 1 above.

ALSO LESS AND EXCEPT THE FOLLOWING: All that tract or parcel of land lying and being in Land Lot 254 of the 17th District of Fulton County, Georgia, containing 11.83 acres as shown on Plat of Survey prepared for Martin-Marietta Corporation by Grist & Hardwick, Inc., dated March 29, 1975 and recorded in Plat Book 107, Page 59, Fulton County, Georgia Records, and being more particularly described as follows:

To find the point of beginning, commence at the point formed by the intersection of the east land lot line of Land Lot 253, said District and County, with the northwest limits of the 20-foot right-of-way of the abandoned river car line known as "Collins Park & Belt Railroad", thence in a northerly direction along the east land lot line of said Land Lot 253 and along the east land lot line of said Land Lot 254 a distance of 1912.1 feet to an iron pin on the east land lot line of said Land Lot 254 at the true point of beginning, from the point of beginning thus established, running thence N23°18'50"W along the northeastern line of property of Martin-Marietta Corporation a distance of 1980 feet to a point on the south bank of the Chattahoochee River; running thence easterly along the south bank of said river and following the meanderings thereof a distance of 105 feet, more or less, to a point (said point being further located by a traverse line bearing N72°03'02"E 100.44 feet from the last preceding point); running thence S23°18'58"E a distance of 363.98 feet to a point; running thence in an easterly direction along the arc of a curve to the left a distance of 264.80 feet to a point (said curve being subtended by a chord bearing S87°56'05"E 262.03 feet), running thence N77°40'53"E a distance of 267.94 feet to a point on the east land lot line of said Land Lot 254; running thence S00°44'58"E along the east land lot line of said Land Lot 254 a distance of 1563.85 feet to an iron pin at the point of beginning.

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PARCEL 3: All that tract or parcel of land lying and being in the 4th District and 4th Section of Floyd County, Georgia, being the east one-half of Land Lot 81, containing eighty acres, more or less; LESS AND EXCEPT approximately one and one-half acres in the northwest corner of said tract deeded to James J. Johnson by warranty deed dated October 19, 1910, recorded in Deed Book 79, Page 203, Floyd County Records; and about one-fourth acre along the north line of said tract deeded to J. A. Buchanan by warranty deed dated January 21, 1911, recorded in Deed Book 81, Page 256, said records.

PARCEL 4: All that tract or parcel of land lying and being in the 4th District and 4th Section of Floyd County, Georgia, being all of original Land Lot 100 in said District and Section, containing 160 acres, more or less.

BOOK 017 PAGE 749

STATE OF ALABAMA—UNIFORM COMMERCIAL CODE—FINANCING STATEMENT
FORM UCC-1 ALA.

Important: Read Instructions on Back Before Filling out Form.

THIS FINANCING STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE

1. Debtor(s) (Last Name First) and address(es)
Jenkins Brick Company
Post Office 91
Montgomery, Alabama 36101

2. Secured Party (ies) and address(es)
AmSouth Bank N.A.
Post Office Box 431
Montgomery, Alabama 36195

3. Filing Officer (Date, Time, No., and Filing Office)

4. ☐ Debtor is a utility.

5. This financing statement covers the following types (or items) of property: See Exhibit A attached hereto and made a part hereof as if set out in full herein.

Complete only when filing with the Judge of Probate:
6. The initial indebtedness secured by this financing statement is $______
Mortgage tax due (15¢ per $100.00 or fraction thereof) $______

7. ☒ This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)

8. Check X if covered: ☒ Products of Collateral are also covered.

No. of additional sheets presented 2

9. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state.
☐ which is proceeds of the original collateral described above in which a security interest is perfected
☐ acquired after a change of name, identity or corporate structure of debtor
☐ as to which the filing has lapsed

Filed with:
Escambia County Comptroller's Office

Jenkins Brick Company
By: [signature]
Signature(s) of Debtor(s)

AmSouth Bank, N.A.
By: [signature]
Signature(s) of Secured Party (ies)
(Required only if filed without debtor's Signature—see Box 9)

(1) Filing Officer Copy — Alphabetical

BOOK 617 PAGE 750

EXHIBIT "A" TO FINANCING STATEMENT BETWEEN

JENKINS BRICK COMPANY AS "DEBTOR" AND AMSOUTH BANK N.A. AS "SECURED PARTY"

The types or items of property covered by this financing statement are as follows: (i) all buildings, structures and other improvements now or hereafter located on the land described below (the "Land") or on any part or parcel of the Land, hereinafter called the "Improvements"; (ii) all and singular the tenements, hereditaments, easements and appurtenances belonging to the Land or in anywise appertaining to the Land, and the reversion of reversions, remainder or remainders thereof; (iii) all leases, undertakings to lease, contracts to rent, usufructs and other agreements for use, occupancy or possession now or hereafter in force with respect to the Land or any part or parcel of the Land or any of the Improvements, and any and all other agreements, contracts, licenses, permits and arrangements now or hereafter affecting the Land or any part or parcel of the Land or any of the Improvements, whether written or oral and whether now or hereafter made or executed and delivered, hereinafter collectively called the "Leases"; (iv) all rents, issues, income, revenues and profits now or hereafter accruing from, and all accounts and contract rights now or hereafter arising in connection with, the Land or any part or parcel of the Land or any of the Improvements, including without limitation all rents, issues, income, revenues and profits accruing from, and all accounts and contract rights arising in connection with, the Leases, together with all monies and proceeds now or hereafter due or payable with respect thereto or on account thereof, and all security deposits, damage deposits and other funds paid by any lessee, sublessee, tenant, subtenant, licensee, permittee or other obligee under any of the Leases, whether paid in a lump sum or installments; (v) all minerals, flowers, crops, trees, timber, shrubbery and other emblements now or hereafter located on the Land or under the Land or on or under any part or parcel of the Land; (vi) all estates, rights, title and interest in the Land, or in any part or parcel of the Land; (vii) all equipment, machinery, apparatus, fittings, furniture, furnishings and personal property of every kind or description whatsoever now or hereafter located on the Land or on any part of parcel of the Land or in or on any of the Improvements, and used in connection with the operation or maintenance of the Land or any of the Improvements, all accessions and additions to and replacements of the foregoing and all proceeds (direct and remote) of the foregoing, including without limitation all plumbing, heating, lighting, ventilating, refrigerating, waterheating, incinerating, air-conditioning and hearing, and sprinkling equipment and systems, and all screens, awnings and signs; (viii) all fixtures (including all trade, domestic and ornamental fixtures) now or hereafter on the Land or on any part or parcel of the Land or in or on any of the Improvements, whether actually or constructively attached or affixed, including without limitation all plumbing, heating, lighting, ventilating, refrigerating, water-heating, incinerating, airconditioning and heating, and sprinkling fixtures, and all screens, awnings and signs which are fixtures; (ix) all building materials, supplies, goods, machinery and equipment delivered to the Land and placed on the Land for the purpose of being affixed to or installed or incorporated or otherwise used in or on the Land or any part or parcel of the Land or any of the Improvements, and all accessions and additions to and replacements of the foregoing and all proceeds (direct or remote) of the foregoing; (x) all payments, awards, judgments and settlements (including interest thereon) to which Debtor may be or

become entitled as a result of the exercise of the right of eminent domain with respect to the Land or any part or parcel of the Land or any of the Improvements, (xi) all policies of insurance which insure against loss or damage to any property described above and all proceeds from and payments under such policies; and (xii) all names, tradenames, signs, marks and trademarks under which any business located on the Land is operated or known.

This financing statement is given in order to perfect the security interests granted by that certain Security Agreement dated February 6, 1985; and that certain Mortgage dated February 6, 1985, executed by Debtor as Mortgagor and delivered to Secured Party. The Mortgage dated February 6, 1985, is to be recorded in Escambia County, Florida. The Land is described as follows:

PARCEL #1: Block "A". LESS AND EXCEPT therefrom the Westerly 940.0 feet of the said block, Palafox Industrial Park, according to the plat recorded in Plat Book 6, at Page 93, of the public records of Escambia County, Florida; containing 2.868 acres, more or less.

PARCEL #2: The easterly 50.00 feet of the westerly 940.00 feet of Block "A", according to the plat known as Palafox Industrial Park, as recorded in Plat Book 6, at Page 93, of the public records of Escambia County, Florida.

STATE OF ALABAMA—UNIFORM COMMERCIAL CODE—FINANCING STATEMENT
FORM UCC-1 ALA.

Important: Read Instructions on Back Before Filling out Form.

THIS FINANCING STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE

1. Debtor(s) (Last Name First) and address(es)	2. Secured Party (ies) and address(es)	3. Filing Officer (Date, Time, No., Filing Office)
Jenkins Brick Company Post Office Box 91 Montgomery, Alabama 36101	AmSouth Bank N.A. Post Office Box 431 Montgomery, Alabama 36195	
4. ☐ Debtor is a utility.		

5. This financing statement covers the following types (or items) of property: See Exhibit A attached hereto and made a part hereof as if set out in full herein.

UCC FILED AS ADDITIONAL SECURITY TO REAL ESTATE MORTGAGE FILED.

BOOK 017 PAGE 752

Complete only when filing with the Judge of Probate:
6. The initial indebtedness secured by this financing statement is $__________

Mortgage tax due (15¢ per $100.00 or fraction thereof) $__________

7. ☒ This financing statement covers timber to be cut, crops, or is to be cross indexed in the real estate mortgage records (Describe estate and if debtor does not have an interest of record, give record owner in Box 5)

8. Check X if covered: ☒ Products of Collateral are also covered.

No. of additional sheets presented 3

9. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so).
- ☐ already subject to a security interest in another jurisdiction when it was brought into this state.
- ☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state.
- ☐ which is proceeds of the original collateral described above in which a security interest is perfected
- ☐ acquired after a change of name, identity or corporate structure of the debtor
- ☐ as to which the filing has lapsed

Filed with:
Judge of Probate, Montgomery County, Alabama

Jenkins Brick Company
By: [signature]
Signature(s) of Debtor(s)

AmSouth Bank N.A.
By: [signature]
Signature(s) of Secured Party (ies)
(Required only if filed without debtor's Signature—see Box 9)

(1) Filing Officer Copy — Alphabetical

BOOK 017 PAGE 753

EXHIBIT "A" TO FINANCING STATEMENT BETWEEN

JENKINS BRICK COMPANY AS "DEBTOR" AND AMSOUTH BANK N.A.
AS "SECURED PARTY"

The types or items of property covered by this financing statement are as follows: (i) all buildings, structures and other improvements now or hereafter located on the land described below (the "Land") or on any part or parcel of the Land, hereinafter called the "Improvements"; (ii) all and singular the tenements, hereditaments, easements and appurtenances belonging to the Land or in anywise appertaining to the Land, and the reversion of reversions, remainder or remainders thereof; (iii) all leases, undertakings to lease, contracts to rent, usufructs and other agreements for use, occupancy or possession now or hereafter in force with respect to the Land or any part or parcel of the Land or any of the Improvements, and any and all other agreements, contracts, licenses, permits and arrangements now or hereafter affecting the Land or any part or parcel of the Land or any of the Improvements, whether written or oral and whether now or hereafter made or executed and delivered, hereinafter collectively called the "Leases"; (iv) all rents, issues, income, revenues and profits now or hereafter accruing from, and all accounts and contract rights now or hereafter arising in connection with, the Land or any part or parcel of the Land or any of the Improvements, including without limitation all rents, issues, income, revenues and profits accruing from, and all accounts and contract rights arising in connection with, the Leases, together with all monies and proceeds now or hereafter due or payable with respect thereto or on account thereof, and all security deposits, damage deposits and other funds paid by any lessee, sublessee, tenant, subtenant, licensee, permittee or other obligee under any of the Leases, whether paid in a lump sum or installments; (v) all minerals, flowers, crops, trees, timber, shrubbery and other emblements now or hereafter located on the Land or under the Land or on or under any part or parcel of the Land; (vi) all estates, rights, title and interest in the Land, or in any part or parcel of the Land; (vii) all equipment, machinery, apparatus, fittings, furniture, furnishings and personal property of every kind or description whatsoever now or hereafter located on the Land or on any part of parcel of the Land or in or on any of the Improvements, and used in connection with the operation or maintenance of the Land or any of the Improvements, all accessions and additions to and replacements of the foregoing and all proceeds (direct and remote) of the foregoing, including without limitation all plumbing, heating, lighting, ventilating, refrigerating, waterheating, incinerating, air-conditioning and hearing, and sprinkling equipment and systems, and all screens, awnings and signs; (viii) all fixtures (including all trade, domestic and ornamental fixtures) now or hereafter on the Land or on any part or parcel of the Land or in or on any of the Improvements, whether actually or constructively attached or affixed, including without limitation all plumbing, heating, lighting, ventilating, refrigerating, water-heating, incinerating, airconditioning and heating, and sprinkling fixtures, and all screens, awnings and signs which are fixtures; (ix) all building materials, supplies, goods, machinery and equipment delivered to the Land and placed on the Land for the purpose of being affixed to or installed or incorporated or otherwise used in or on the Land or any part or parcel of the Land or any of the Improvements, and all accessions and additions to and replacements of the foregoing and all proceeds (direct or remote) of the foregoing; (x) all payments, awards, judgments and settlements (including interest thereon) to which Debtor may be or

become entitled as a result of the exercise of the right of eminent domain with respect to the Land or any part or parcel of the Land or any of the Improvements; (xi) all policies of insurance which insure against loss or damage to any property described above and all proceeds from and payments under such policies; and (xii) all names, tradenames, signs, marks and trademarks under which any business located on the Land is operated or known.

This financing statement is given in order to perfect the securit interests granted by that certain Security Agreement dated February 6, 1985; that certain Mortgage dated February 6, 1985, executed by Debtor as Mortgagor and delivered to Secured Party as Mortgagee. The Mortga dated February 6, 1985 is of record in Shelby and Montgomery Counties. The Land is described as follows:

Parcel One Beginning at the intersection of the west side of Furnace Street and the south side of Sixth Street in the City of Montgomery, Alabama; thence south along the West side of Furnace Street a distance of 250.0 feet; thence west and parallel with Sixth Street a distance of 100.0 feet; thence north and parallel with Furnace Street a distance of 250.0 feet to the south side of Sixth Street to the point of beginning; the said land being in the southeast quarter of Section 36, T17N, R17E, Montgomery City and County, Alabama.

Parcel Two A certain parcel or tract of land lying and being situate in Section 6, Township 16 North, Range 18 East, in the City of Montgomery, Montgomery County, Alabama, and being more particularly described as follows:

Starting at the Northeast corner of Section 6, Township 16 North, Range 18 East, and thence going westerly along the northerly line of said Section 6, 1328 feet to an iron rail; thence at an angle of 85 degrees 50 minutes to the left, in a southerly direction 546.15 feet to the point of beginning; thence continuing in a southerly direction 756.35 feet to an iron rail; thence at an angle of 85 degrees 51 minutes to the right in a westerly direction 1153 feet to a point in the easterly line of French Street; thence at an angle of 94 degrees 19 minutes to the right along an extension to said easterly line of French Street northerly, 756.35 feet; thence at an angle of 85 degrees 41 minutes to the right in an easterly direction 1150.7 feet to the point of beginning.

Parcel Three A parcel of land located in the SE 1/4 of SE 1/4 of Sec. 25, Twp. 19 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the SW corner of said 1/4-1/4 Section; thence in a Northerly direction along the Westerly line of said 1/4-1/4 Section, a distance of 450.01 feet; thence 112 deg. 21' right, in a Southeasterly direction, a distance of 103.31 feet; thence 57 deg. 30' 10" left, in a Northeasterly direction, a distance of 484.09 feet; thence 90 deg. right, in a Southeasterly direction, a distance of 25.00 feet to the point of beginning; thence 90 deg. left, in a Northeasterly direction, a distance of 246.44 feet to the beginning of a curve to the left, having a radius of 154.38 feet; thence in a Northeasterly direction along the arc of said curve, a distance of 47.23 feet; thence in a

15 minutes East a distance of 60 feet to an iron pin on the south or east side of said Division Street, said point being 333 feet north and 483 feet west of the Center of Section 36, Township 17, Range 17, thence south and parallel to the east line of the west one-half of said Section 36, and 483 feet West thereof, a distance of 1586.1 feet; thence southeasterly along the north right of way of the Belt Line Railroad to the north line of 8th Street; thence east along the north line of said 8th Street a distance of 830 feet to the northwest corner of 8th and Furnace Streets; thence north along the west line of said Furnace Street, 498 feet; thence east and parallel to the North line of 8th Street 800 feet to the west line of Railroad Street; thence north along the west line of Railroad Street a distance of 179 feet; thence across Railroad Street and along the north property line of the Royster property referred to above a distance of 1260.4 feet to the point of beginning; said property lying in the Northeast Quarter, the Northwest Quarter, the North Half of the Southeast Quarter, and the Northeast Quarter of the Southwest Quarter, all in Section 36, Township 17, Range 17.

Less and except therefrom any and all rights of way for North Court Street, Railroad Street, Furnace Street or Division Street. The above described property being situated in Montgomery County, Alabama.

Parcel Four

All that certain piece, parcel or tract of land located in the South Half of the Northwest Quarter of Section 31, Township 17, Range 18, more particularly described as follows: Beginning at the southwest corner of the Northwest Quarter of Section 31, Township 17, Range 18 and running thence North 89° - 57' East 356.4 feet along the east-west half section line; thence continuing along said half section line North 89° - 43' East 1314.3 feet to its point of intersection with the west right of way line of the Jackson Ferry Road, said right of way line being 30 feet west of the center line of said road; thence along said west right of way line North 01° - 51' East 154.1 feet; thence continuing North 180.85 feet; North 01° - 33' West 541.7 feet; thence leaving said west right of way line and running south 89° - 43' west 1661.0 feet to a point in the west line of said Section 31; thence south along said west line 875.0 feet to the point of beginning and containing 33.6 acres. The above described property being situated in Montgomery County, Alabama.

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STATE OF ALABAMA—UNIFORM COMMERCIAL CODE—FINANCING STATEMENT
FORM UCC-1 ALA.

Important: Read Instructions on Back Before Filling out Form.

THIS FINANCING STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE

1. Debtor(s) (Last Name First) and address(es)	2. Secured Party (ies) and address(es)	3. Filing Officer (Date, Time, No., & Filing Office)
Jenkins Brick Company Post Office Box 91 Montgomery, Alabama 36101	AmSouth Bank N.A. Post Office Box 431 Montgomery, Alabama 36195	

4. ☐ Debtor is a utility.

5. This financing statement covers the following types (or items) of property: All inventory of whatever kind or nature of Debtor now owned or hereafter acquired by Debtor, including without limitation, all bric and building supplies repossessed or returned goods, and other tangible property held b Debtor for sale or lease, or furnished or to be furnished under contracts, or used or consumed in Debtor's business; and all accounts, accounts receivable, chattel mortgages, leases, general intangibles, promissory notes, and evidences of indebtedness of or owing to Debtor whether now existing or hereafter arising, including, without limitation, all accounts, and other rights to payment of money which arise or result from Debtor's sellir

6. Complete only when filing with the Judge of Probate:
The initial indebtedness secured by this financing statement is $______
Mortgage tax due (15¢ per $100.00 or fraction thereof) $______

7. ☐ This financing statement covers timber to be cut, crops, or fixtures & is to be cross indexed in the real estate mortgage records (Describe estate and if debtor does not have an interest of record, give record owner in Box 5)

8. Check X if covered: ☒ Products of Collateral are also covered.

No. of additional sheets presented ______

9. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state.
☐ which is proceeds of the original collateral described above in which a security interest is perfected
☐ acquired after a change of name, identity or corporate structure of debtor
☐ as to which the filing has lapsed

FLORIDA DOCUMENT STAMP TAX NOT REQUIRED

Filed with:
Secretary of State of Florida

Jenkins Brick Company
By: [signature]
Signature(s) of Debtor(s)

AmSouth Bank N.A.
By: [signature]
Signature(s) of Secured Party (ies)
(Required only if filed without debtor's Signature—see Box 9)

(1) Filing Officer Copy — Alphabetical

UNIFORM COMMERCIAL CODE FORM UCC-E

1. Please type this form.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer.
3. At the time of original filing, filing officer will return the third (3rd.) copy as an acknowledgment.
4. When filling out this form be sure to type state name in appropriate space.
5. Be sure to file this form with original financing statement.
6. This form to be used for listing additional collateral when the space on Financing Statement is not sufficient.
7. Be sure to fill in total number of sheets in appropriate space.

EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF FLORIDA | TOTAL NUMBER OF SHEETS

BOOK 017 PAGE 757

or other disposition of debtor's inventory.

All equipment owned or later acquired by debtor, including but not limited to, the equipment listed on Exhibit A which is attached hereto and made a part hereof. The above referenced equipment shall not include any equipment owned and used by debtor in its Coosada plant located in Elmore County, Alabama.

Jenkins Brick Company
DEBTOR

AmSouth Bank N.A.
SECURED PARTY

2
SHEET No.

(1) Filing Officer Copy — Alphabetical

STANDARD FORM—UNIFORM COMMERCIAL CODE—FORM UCC-E
Approved by The Secretary of State of Alabama

Brown Printing Co., Montgomery, Ala

jenkins brick company
P.O. BOX 91 MONTGOMERY, ALABAMA 36101 PHONE 834-2210

JENKINS BRICK COMPANY
VEHICLE LISTING

YR	MAKE	MODEL	SER#	DRIVER	LOC	83/84 TAG#
79	Chev	P/U	8225	Varner	MTG	29C 8649
81	Olds	Ctls	3368	Jenkins	MTG	3B 29227
82	Olds	Ctls	8962	Carlson	MTG	3A 71377
83	Olds	Delta	3094	Young	MTG	3B 33289
84	Olds	Delta	7105	Moore	MTG	3B 60526
84	Olds	Ctls	6346	Hawk	MTG	3B 61338
84	Olds	Delta	7007	Thorington	MTG	3B 52725
79	Chev	Imp	0017	Burnette	ATL	CFH 784
76	Chev	P/U	4013	Burnette	ATL	QB 9220
73	Intl	P/U	4969	Wilson	PEN	SUT 051
73	Intl	D/Tk	2526	Delivery	PEN	BE 2941
77	Intl	Trtr	9969	Delivery	PEN	BE 2939
61	Trail	Trlr	5788	Delivery	PEN	K32 513
82	Olds	Ctls	5302	Doty	PEN	
83	Olds	Delta	4211	Sutton	PEN	3B 34237
84	Intl	Trk	8149	Delivery	PEN	
77	White	Trk	9774	Delivery	MOB	21RP463
77	K/W	Trk	708S	Delivery	MOB	2P7A127
73	Lfkn	Trlr	8074	Delivery	MOB	2TR 864
79	Chev	P/U	2208	Delivery	MOB	2PAB393
83	Olds	Delta	3731	Barfield	MOB	2C 63681
85	Chev	Impala	5865	Stockton	MOB	2D 19017
83	Olds	Delta	2946	Spencer	BHM	Brick 1
84	Olds	Ctls	6343	Araujo	BHM	58F 9540
78	Chev	P/U	7157	Nunn	TAL	BS 4714
79	White	Trk	5405	Delivery	TAL	BS 4803
72	Owens	Ut/Tr	1011	Delivery	TAL	L53503
83	Olds	Delta	5339	Harris	TAL	3B 34238
77	Intl	Tndm	0298	Delivery	TAL	
83	Intr	Tr	0002	Delivery	TAL	

ITEM#	DESCRIPTION
	PENSACOLA
1.	70 DUNBAR UNLOADER #1068897----------------------------
2.	DUNBON AUTOMATIC UNLOADER MDL 640H, #1068-8917--------
3.	1977 HYSTER FORKLIFT TRUCK MDL H50H #D3D6724W---------
4.	HYSTER H50PD #D3D-3736LL----------------------------

ITEM#	DESCRIPTION
	TALLAHASSEE
1.	CATERPILLAR V51B LIFT TRUCK #52J00913-----------------
2.	1979 LION LIFT ALL MODEL FWD-60-6, S#78564------------
3.	CATERPILLAR FORK LIFT #52J01124----------------------

BOOK 017 PAGE 759

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1985 FEB 13 AM 8:32
JUDGE OF PROBATE

Rec 285.00
Ind. 3.00
288.00