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**MORTGAGE AND SECURITY AGREEMENT**

**between**

**COOK PUBLICATIONS, INC., ARTHUR P. COOK,  
MARGARET B. COOK, A. PHILIP COOK, JR.  
and DEANE P. COOK**

**and**

**THE INDUSTRIAL DEVELOPMENT BOARD  
OF SHELBY COUNTY**

**Dated as of May 1, 1984**

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**Relating to**

**\$800,000**

**THE INDUSTRIAL DEVELOPMENT BOARD  
OF SHELBY COUNTY  
Industrial Development Revenue Bonds  
(Cook Publications, Inc. Project)  
Series 1984**

**NORTH HASKELL SLAUGHTER YOUNG & LEWIS  
PROFESSIONAL ASSOCIATION  
1100 FIRST NATIONAL-SOUTHERN NATURAL BUILDING  
BIRMINGHAM, ALABAMA 35203**

**THIS INSTRUMENT WAS PREPARED BY  
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800 First National-Southern Natural Bldg.  
BIRMINGHAM, ALABAMA 35203**

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**MORTGAGE AND SECURITY AGREEMENT** between **COOK PUBLICATIONS, INC.**, a corporation organized and existing under the laws of the State of Alabama (herein called the "Company"), and **ARTHUR P. COOK** and wife, **MARGARET B. COOK**, and **A. PHILIP COOK, JR.** and wife **DEANE P. COOK**, natural persons (said persons being herein together called the "Individual Mortgagors", and the Company and the Individual Mortgagors being herein together sometimes called the "Mortgagors"), parties of the first part, and **THE INDUSTRIAL DEVELOPMENT BOARD OF SHELBY COUNTY**, a public corporation organized and existing under the laws of the State of Alabama, party of the second part (herein called the "Board");

### **RECITALS**

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The Company operates a printing and publishing facility located in the unincorporated area of Shelby County, Alabama, which facility comprises (i) land and an existing building that are owned by the Individual Mortgagors and (ii) certain equipment that is owned by the Company. The Company is undertaking certain improvements to such real property and such existing equipment and the acquisition and installation in said facility of certain additional printing equipment. In order to permanently finance the costs of such undertakings, simultaneously with the delivery of this Mortgage and Security Agreement, the Board will issue \$800,000 principal amount of its Industrial Development Revenue Bonds (Cook Publications, Inc. Project), Series 1984 (herein called the "Series 1984 Bonds"), pursuant to a Mortgage and Trust Indenture dated as of May 1, 1984 (herein called the "Indenture"), between the Board and AmSouth Bank N.A., as Trustee (herein called the "Trustee"). Out of the proceeds of the Series 1984 Bonds, the Board will acquire, construct and install such improvements and equipment and will (A) sell such improvements to such real property to the Individual Mortgagors, (B) sell such improvements to the existing equipment to the Company and (C) lease such additional equipment to the Company, all pursuant to a Lease Agreement dated as of May 1, 1984 (herein called the "Lease"). Under the Lease, the Company will be obligated to pay debt service rentals directly to the Trustee, for the account of the Board, sufficient to provide for the payment, when due, of the principal of and the interest and premium (if any) on the Series 1984 Bonds.

The Mortgagors are delivering this Mortgage and Security Agreement and are subjecting all real property and existing equipment constituting part of the Project to the lien thereof in order to secure the payment of said debt service rentals and the performance of the other obligations of the Company under the Lease. Under the Indenture, the Board will assign to the Trustee its right, title and interest in this Mortgage and the Lease (except for certain indemnification and expense payment rights retained by the Board) as security for the payment of the principal of and the interest and premium (if any) on the Series 1984 Bonds.

**NOW, THEREFORE, THIS  
MORTGAGE AND SECURITY AGREEMENT**

**W I T N E S S E T H:**

That in consideration of the premises and to secure the performance of the obligations of the Company under the Lease, it is hereby agreed among the parties signatory hereto as follows:

**ARTICLE I**

**DEFINITIONS AND USE OF PHRASES**

**Section 1.1 Definitions.** Unless the context clearly indicates a different meaning, the following words and phrases, as used herein, shall have the following respective meanings:

**"Basic Agreements"** means the Lease, the Indenture, this Mortgage, the Series 1984 Company Guaranty (as defined in the Indenture) and the Series 1984 Shareholder Guaranty (as defined in the Indenture), as such instruments may from time to time be amended or supplemented in accordance with their respective terms or the terms of the Indenture, as in the case may be applicable.

**"Board"** means the party of the second part hereto and, subject to the provisions of Section 11.6 of the Indenture, includes its successors and assigns and any public corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party.

**"Bonds"** means all bonds of the Board issued under the Indenture.

**"Certified Resolution"** means "Certified Resolution" as defined in the Lease.

**"Company"** means Cook Publications, Inc., a corporation organized and existing under the laws of the State of Alabama, one of the parties of the first part hereof and, subject to the provisions of Section 8.4 of the Lease, includes its successors and assigns and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party.

**"Eminent Domain"** means "Eminent Domain" as defined in the Lease.

**"Event of Default"** means an "Event of Default" as specified in Section 4.1 hereof.

**"Existing Equipment"** means all items (whether or not fixtures) of machinery, equipment and other personal property constituting a portion of the Project Equipment (as said term is defined and used in the Lease) that are listed in Exhibit A attached hereto and made a part hereof.

**"Indenture"** means that certain Mortgage and Trust Indenture dated as of May 1, 1984, between the Board and AmSouth Bank N.A., as Trustee, under which (i) the Bonds are authorized to be issued, and (ii) the Board's interest in this Mortgage and Security Agreement and the Lease is to be assigned and pledged as security for payment of the principal of and the interest and premium (if any) on the Series 1984 Bonds, as the said Mortgage and Trust Indenture now exists and as it may hereafter be supplemented and amended.

**"Indenture Indebtedness"** means all indebtedness of the Board at the time secured by the Indenture, including without limitation, (i) all principal of and interest and premium (if any) on the Bonds and (ii) all reasonable and proper fees, charges and disbursements of the Trustee for services performed under the Indenture.

**"Independent Appraiser"** means a person, firm or corporation (i) that is regularly engaged in the business of appraising real or personal property (as appropriate to the property being appraised or valued) and otherwise competent, in the opinion of the Trustee, to determine the value of the property in question and (ii) that has no continuing employment or business relationship or other connection with the Board, Individual Mortgagors or any affiliate of any thereof which, in the opinion of the Trustee, might compromise or interfere with the independent judgment of such person, firm or corporation in the performance of any services to be performed hereunder as an Independent Appraiser.

**"Independent Engineer"** means an engineer or engineering firm licensed to engage in the independent practice of engineering under the laws of the State of Alabama that has no continuing employment or business relationship or other connection with the Board, Individual Mortgagors or any affiliate thereof which, in the opinion of the Trustee, might compromise or interfere with the independent judgment of such engineer or engineering firm in the performance of any services to be performed hereunder as an Independent Engineer.

**"Lease"** means that certain Lease Agreement dated as of May 1, 1984, between the Board and the Company as said Lease now exists and as it may from time to time be modified, supplemented or amended in accordance with the provisions of Article XV of the Indenture.

**"Mortgage" or "this Mortgage" or "this Mortgage and Security Agreement"** means this Mortgage and Security Agreement, as it now exists and as it may from time to time be modified, supplemented or amended in accordance with the provisions of Article XV of the Indenture.

**"Net Condemnation Award"** means the total amount received as compensation for any part of the Project Realty or the Existing Equipment taken under the exercise of the power of Eminent Domain, plus damages to any part thereof not taken, which compensation shall consist of (i) all awards received pursuant to administrative or judicial proceedings conducted in connection with the exercise of the power of Eminent Domain, plus (ii) all amounts received as the result of any settlement of compensation claims (whether in whole or in part) negotiated with the condemning authority, less (iii) all attorneys' fees and other expenses incurred in connection with the receipt of such compensation, including attorneys' fees and

expenses relating to such administrative or judicial proceedings and to such settlement negotiations (other than any that may be paid directly by the Company).

**"Permitted Encumbrances"** means "Permitted Encumbrances" as defined in the Lease.

**"Project"** means the "Project" as defined in the Lease.

**"Project Building"** means "Project Building" as defined in the Lease.

**"Project Realty"** means "Project Realty" as defined in the Lease.

**"Project Site"** means (i) the parcel of land specifically described under the heading "T" in Section 2.1 hereof and (ii) any other land that, at the time and under the provisions of the Lease and the Mortgage, constitutes a part of the Project Site.

**"Series 1984 Bonds"** means those certain Industrial Development Revenue Bonds (Cook Publications, Inc. Project), Series 1984, and authorized to be issued under the Indenture in the aggregate principal amount of \$800,000.

**"Series 1984 Original Purchaser"** means AmSouth Bank N.A., the original purchaser of the Series 1984 Bonds from the Board.

**"Trustee"** means the Trustee at the time serving as such under the Indenture.

**Section 1.2 Definitions Contained in the Lease.** Unless the context clearly indicates a different meaning, any words, terms or phrases that are used in the Mortgage as defined terms without being herein defined and that are defined in the Lease shall have the meanings respectively given them in the Lease.

**Section 1.3 Use of Phrases.** "Herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to the Mortgage as an entirety and not solely to the particular portion in which any such word is used. The definitions set forth in Section 1.1 hereof include both singular and plural. Whenever used herein, any pronoun shall be deemed to include both singular and plural and to cover all genders.

## ARTICLE II

### GRANTING CLAUSES

**Section 2.1 Granting Clauses.** In order to secure to the Board and its assigns the payment of all rentals owing under the Lease and the performance and observance by the Company of the covenants, warranties and conditions on its part contained in the Lease, and in consideration of the undertakings of the Board with



respect to the Project, the Mortgagors do hereby grant, bargain, sell and convey, assign, transfer and pledge to and with the Board, with power of sale, all of their respective right, title and interest in and to the following described properties, whether the same are now owned by it or may be hereafter acquired:

I

The following described parcel of land situated in the unincorporated area of Shelby County, Alabama:

Part of the SW 1/4 of SW 1/4 of Section 30, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

From the Northwest corner of said 1/4-1/4 section run in a Southerly direction along the West line of said 1/4-1/4 section for a distance of 400.55 feet, thence turn an angle to the left of 90 degrees and run in an Easterly direction for a distance of 825.23 feet to a point on the Southwest right of way line of Cahaba Beach Road which is the point of beginning, thence turn an angle to the right of 145 degrees 59' and run in a Southwesterly direction for a distance of 103.18 feet, thence turn an angle to the left of 28 degrees 57' and run in a Southwesterly direction for a distance of 101.89 feet, thence turn an angle to the right of 89 degrees 30' and run in a Northwesterly direction for a distance of 132.99 feet, thence turn an angle to the left of 39 degrees 55' and run in a Southwesterly direction for a distance of 73.57 feet, thence turn an angle to the right of 82 degrees 48' and run in a Northwesterly direction for a distance of 16.15 feet, thence turn an angle to the left of 37 degrees 42' and run in a Northwesterly direction for a distance of 68.37 feet, thence turn an angle to the left of 109 degrees 10' and run in a Southwesterly direction for a distance of 215.27 feet, thence turn an angle to the right of 10 degrees 57' and run in a Southwesterly direction for a distance of 100.41 feet, thence turn an angle to the left of 3 degrees 37' and run in a Southwesterly direction for a distance of 149.86 feet, thence turn an angle to the left of 32 degrees 21' and run in a Southwesterly direction for a distance of 29.89 feet, thence turn an angle to the left of 39 degrees 08' and run in a Southeasterly direction for a distance of 78.34 feet, thence turn an angle to the left of 72 degrees 56' and run in a Northeasterly direction for a distance of 37.62 feet, thence turn an angle to the left of 36 degrees 27' and run in a Northeasterly direction for a distance of 115.97 feet, thence turn an angle to the right of 79 degrees 07' and run in a Southeasterly direction for a distance of 165.78 feet, thence turn an angle to the left of 3 degrees 32' and run in a Southeasterly direction for a distance of 329.02 feet to a point on the West right of way line of said Cahaba Beach Road, thence turn an angle to the left and run along said West right of way line for a distance of 532 feet, more or less, to the point of beginning.

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## II

The Project Building and all other buildings, structures and other improvements now or hereafter situated on the Project Site, and all permits, easements, licenses, rights-of-way, contracts, leases, privileges, riparian rights, immunities, appurtenances, tenements and hereditaments pertaining or applicable to the Project Site and all fixtures now or hereafter owned by the Mortgagors and installed on the Project Site or in the Project Buildings or in any of such other buildings, structures or improvements now or hereafter located on the Project Site, it being the intention hereof that all property, rights and privileges hereafter acquired for use as a part of or in connection with or as an improvement to the Project Site shall be as fully covered hereby as if such property, rights and privileges were now owned by the Mortgagors and were specifically described herein; and

## III

All items (whether or not constituting fixtures to real property) of furniture, furnishings, machinery, equipment and other personal property that at any time, under the provisions of the Lease or this Mortgage, constitute the Existing Equipment;

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TO HAVE AND TO HOLD the same unto the Board, its successors and assigns forever, subject to Permitted Encumbrances; upon the terms herein set forth, for the protection and benefit of the Board and its assigns to secure the payment by the Company of all rentals owing under the Lease and the performance and observance by the Company of the covenants, warranties and conditions on its part contained therein;

PROVIDED HOWEVER, that these presents are upon the condition that if the Company shall pay or cause to be paid all such rentals at the times and in the manner mentioned therein, according to the true intent and meaning thereof, and shall perform and observe all covenants, warranties and conditions on its part contained in the Lease, then this Mortgage and the estate and rights granted hereby shall cease, determine and be void; otherwise this Mortgage shall be and remain in full force and effect.

**Section 2.2 Security Interest in Existing Equipment.** Pursuant to Article 9 of the Alabama Uniform Commercial Code, the Company hereby grants the Board a security interest in all the Existing Equipment and the proceeds thereof in order to secure the payment by the Company of all rentals owing under the Lease and the performance and observance by the Company of the covenants, warranties and conditions on its part contained in the Lease.

### ARTICLE III

#### **CERTAIN PROVISIONS RELATING TO OBLIGATIONS OF THE COMPANY, THE USE OF THE PROJECT, THE DISPOSITION OF INSURANCE PROCEEDS AND CONDEMNATION AWARDS, THE ASSIGNMENT OF THE MORTGAGE AND THE RELEASE OF THE EXISTING EQUIPMENT**

**Section 3.1 Payment of Rentals and Performance of Obligations Under the Lease.** The Company will promptly pay all installments of "Basic Rent" and all other rentals under the Lease as they respectively become due and will otherwise perform and observe all other agreements, conditions and covenants on its part contained in the Lease.

**Section 3.2 Warranty of Title.** The Individual Mortgagors, jointly and severally, warrant as follows: they have good and marketable title to all property described and conveyed to the Board in Section 2.1 hereof (or they will have such title as of the time such property is to become subject to the lien of the Mortgage), free and clear of every lien, encumbrance, trust or charge prior to the lien of the Mortgage other than Permitted Encumbrances; they have power and authority to make the conveyance of the property hereby made and to subject such property to the lien of the Mortgage and they have duly done so; and they will forever warrant and defend the title to the property conveyed hereby to the Board and its assigns, against the claims of all persons whomsoever, except those claiming under Permitted Encumbrances.

**Section 3.3 Possession and Use of the Project.** Subject to the provisions of the Lease and the Indenture, the Mortgagors shall, freely and without hindrance on the part of the Board or the Trustee, be entitled to possess, use and enjoy the Project Realty and the Existing Equipment, to manage and operate the same with all rights pertaining thereto, to alter, repair and move any of the buildings, structures or other improvements to real property forming a part thereof, to receive, use and dispose of the revenues, rentals and receipts derived by any of the Mortgagors therefrom or in respect thereof in the ordinary course of its operations, and otherwise to use and operate all the Project Realty and the Existing Equipment and to exercise any and all rights and privileges pertaining thereto.

**Section 3.4 Condemnation Provisions.** If title to the Project Realty or the Existing Equipment or any part of either thereof is taken under the exercise of the power of Eminent Domain, the entire condemnation award in respect of such taking [including, without limitation, (i) all amounts received as the result of any settlement of compensation claims negotiated with the condemning authority, and (ii) any amount awarded as compensation for the interest of any Mortgagor in the part of the Project Realty or the Existing Equipment taken and as damages to the interest of such Mortgagor in any part thereof not taken] shall be paid to the Trustee (or, if the Indenture Indebtedness has been fully paid, to the Mortgagors, as their respective interests may appear), whereupon such award shall be applied and certain

related actions shall be taken in accordance with the succeeding provisions of this Section 3.4:

(a) Taking of All or Substantially All the Project Prior to Full Payment of the Indenture Indebtedness. If all or substantially all the Project is so taken by such exercise of the power of Eminent Domain, prior to full payment of the Indenture Indebtedness, with the result that the Lease shall terminate in accordance with the provisions of Section 7.2(a) of the Lease and all the outstanding Bonds shall be redeemed, then, and in such event, any portion of the Net Condemnation Award with respect to such taking that relates to any taking of the Project Realty or the Existing Equipment shall be applied by the Board (or by the Trustee on behalf of the Board) for such redemption and payment of all other Indenture Indebtedness in accordance with the applicable provisions of said Section 7.2(a). Any portion of the Net Condemnation Award relating to any taking of any portion of the Project Realty or the Existing Equipment not needed for the payment of the Indenture Indebtedness shall be paid to the Mortgagors as their respective interests shall appear simultaneously with or promptly after the termination of the Lease.

(b) Taking of All or Substantially All the Project Realty Prior to Full Payment of the Indenture Indebtedness. If all or substantially all the Project Realty is so taken by the exercise of the power of Eminent Domain (whether or not all or substantially all the Project is so taken), prior to full payment of the Indenture Indebtedness and the redemption of all the outstanding Bonds shall not be required pursuant to the provisions of Section 7.2(a) of the Lease and Section 7.5 of the Indenture, then the Company shall be required to exercise its option to prepay Basic Rent pursuant to the provisions of Section 5.6 of the Lease in an amount equal to the Net Condemnation Award relating to the taking of such Project Realty and shall request that such prepayment be applied for redemption of Series 1984 Bonds in accordance with the provisions of Section 7.3 of the Indenture. The Company (i) shall, within ten (10) days following the final order of condemnation of such portion of the Project Realty, give to the Board and the Trustee written notice of its exercise of such option, and (ii) shall make such prepayment of Basic Rent within thirty (30) days after the receipt by the Trustee of the condemnation award in respect of such taking.

(c) Taking of Less Than Substantially All the Project Realty Prior to Full Payment of the Indenture Indebtedness. If less than substantially all the Project Realty is so taken by such exercise of the power of Eminent Domain, prior to full payment of the Indenture Indebtedness, then the Net Condemnation Award with respect to such taking shall be applied as follows:

(1) If no part of the Existing Equipment is taken or damaged and if in the Company's opinion, expressed in a Certified Resolution delivered to the Board and the Trustee, such taking does not significantly impair the Company's operations at such

facilities, the Net Condemnation Award in respect of the part of the Project so taken shall be paid into the Bond Fund.

(2) If any part of the Project Building, any part of any other structure located on the Project Site, or any part of the Project Equipment is taken or damaged, or if in the Company's opinion, expressed in a Certified Resolution delivered to the Board and the Trustee, such taking significantly impairs the Company's operations at such facilities, and if, in the event of such taking, the Company does not exercise the option to purchase the Project granted in Section 11.2 of the Lease, the Net Condemnation Award in respect of such taking shall, pursuant to directions to be given the Board and the Trustee by the Company in a Certified Resolution to be forwarded to the Board and the Trustee not more than sixty (60) days following such taking, be applied by the Trustee in one or more of the following ways (the amount, if any, to be applied in each such way to be specified in such Certified Resolution):

(I) payment of the costs of repairing, restoring, modifying, relocating or rearranging any portions of the said facilities (whether or not constituting a part of the Project) not taken but damaged or adversely affected by such taking, all to such extent and in accordance with such plans as shall be directed by the Company and as shall, prior to the making of any financial commitments therefor beyond the planning thereof, be approved in writing by the Holders of all the Bonds then outstanding, provided that the character of the Project shall not be changed to such extent that it will not qualify as a "Project" within the meaning of the Act;

(II) payment of the costs of acquiring (by purchase, construction or otherwise) such additional property as shall be directed by the Company and as shall, prior to the making of any financial commitments therefor beyond the planning thereof, be approved in writing by the Holders of all the Bonds then outstanding, which property (i) shall be of such nature as to constitute a "Project" under the Act and (ii) shall be acquired by the Board or the Mortgagors and made subject to the demise of the Lease and to the lien of the Indenture (or, in the case of acquisition by any of the Individual Mortgagors, subject to the lien of this Mortgage) free of all liens and encumbrances other than Permitted Encumbrances;

(III) the redemption of Bonds prior to maturity in accordance with the terms of the Indenture and on the earliest practicable date permitted thereby or the purchase of Bonds for retirement, in which case such portion of the Net Condemnation Award to be used therefor shall be

deposited in the Bond Fund; provided, however, that no part of any such portion of the Net Condemnation Award shall be so deposited in the Bond Fund and so applied for the redemption or purchase of Bonds unless

(i) provision has theretofore been made, or is to be made simultaneously with such redemption or purchase, for the retirement, in accordance with the terms of the Indenture, of all the Bonds, whether by redemption prior to their maturity, by payment thereof at their maturity or by surrender thereof for cancellation, or

(ii) in the absence of such provision for the retirement of all the Bonds, the use of any portion of the Net Condemnation Award for the redemption or purchase of less than all the outstanding Bonds shall be approved in writing, prior to the use thereof, by the Holders of all Bonds that will be outstanding after such redemption or purchase.

In the event that the Net Condemnation Award held by the Trustee (or any specified portion thereof) is to be applied, pursuant to the provisions of subparagraphs (I) or (II) of this subsection (c)(2), for payment of the costs of repairing, restoring, modifying, relocating or rearranging any part of such facilities or for payment of the costs of acquiring additional property to become part of such facilities, as the case may be, the Construction Fund shall be reestablished and such award (or specified portion thereof) shall be deposited therein, and the Board will cause disbursements to be made from such fund to pay such costs in the same manner (with the necessary changes in detail) as provided in the Indenture for the disbursement of proceeds of the Series 1984 Bonds originally deposited in such fund. Any balance of the Net Condemnation Award (or any balance of the portion thereof specified for the payment of such costs) remaining after payment of all such costs shall be paid into the Bond Fund or, if the Indenture Indebtedness has been paid in full and no Event of Default shall have occurred and be continuing, to the Company or the other Mortgagors, as they may direct. In the event that the Net Condemnation Award (or the portion thereof specified for the payment of such costs) is not sufficient to pay in full the costs of such repair, restoration, modification, relocation or rearrangement, or the costs of acquiring such additional property, as the case may be, the Company (i) will nonetheless complete such repair, restoration, modification, relocation or rearrangement or the acquisition of such additional property, as the case may be, and will pay that portion of the costs thereof in excess of the amount of the Net Condemnation Award (or specified portion thereof) available for the payment of such costs, or (ii) will pay to the Trustee for the account of the Board the moneys necessary to complete such repair, restoration, modification, relocation or rearrangement or the acquisition of such additional property, as the case may be, in which case the Board will cause such undertakings to be so completed, and the

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Trustee will, upon completion of such undertakings and payment in full of the costs thereof, return to the Company any portion of such payment by the Company that is not needed therefor. The Company shall not, by reason of the payment of such excess costs (whether by direct payment thereof or payments to the Trustee therefor), be entitled to any reimbursement from the Board or to any abatement or diminution of the rent provided for in the Lease.

(d) Taking of Any Part of the Project, the Project Realty or the Existing Equipment After Full Payment of the Indenture Indebtedness. If, after the full payment of the Indenture Indebtedness, title to any part of the Project, the Project Realty or the Existing Equipment is taken by such exercise of the power of Eminent Domain, the Net Condemnation Award referable to such taking shall be paid and belong to the Company or the other Mortgagors, as they may direct.

If at any time the Company gives notice to the Trustee of its intention to exercise the option to purchase the Project granted in Section 11.2 of the Lease, then, in the absence of contrary written directions from the Company, the Trustee shall thereafter hold the entire Net Condemnation Award until the exercise of such option and shall not apply any portion of such award to the payment of any costs described in subparagraphs (I) and (II) of subsection (c)(2) of this section. If the Company duly exercises such option to purchase the Project in accordance with the applicable provisions of Section 11.2 of the Lease, then neither the Mortgagors nor the Board shall be obligated to correct or ameliorate in any way the condition of the Project, the Project Realty or the Existing Equipment caused by such taking, in which event so much (which may be all) of such Net Condemnation Award then held by the Trustee as shall be necessary to provide for full retirement of the Bonds (as specified in Section 11.2 of the Lease) shall be paid or credited by the Trustee into the Bond Fund and so much of the excess thereafter remaining (if any) as shall be necessary for the payment of any other Indenture Indebtedness shall be applied by the Trustee to the payment of such other Indenture Indebtedness. Any portion of such Net Condemnation Award remaining after payment in full of the entire Indenture Indebtedness shall be paid to the Company or the other Mortgagors, as they may direct, after or simultaneously with the exercise by the Company of such option.

**Section 3.5 Release Upon Payment of Condemnation Award to Trustee.** If the Project Realty or the Existing Equipment or any part thereof shall be taken through the exercise of the power of Eminent Domain, the entire condemnation award referable thereto shall be paid directly to the Trustee in accordance with the provisions of Section 3.4 hereof. Upon payment to the Trustee of such award, the Board will, at the expense of the Company, execute and deliver to the governmental authority or other entity successfully exercising such power of eminent domain any and all instruments that may be necessary to release from the lien of the Mortgage all property forming part of the Project Realty or the Existing Equipment that shall be so taken.

Section 3.6 **Disposition of Insurance Proceeds.** Reference is hereby made to Section 7.1 of the Lease, wherein it is provided that if the Project is destroyed, in whole or in part, or is damaged, by fire or other casualty to such extent that the loss resulting therefrom is greater than \$70,000, then all of the net insurance proceeds referable to such loss shall be paid to the Trustee. Any insurance proceeds referable to the destruction or damage of any part of the Project Realty or the Existing Equipment that are received by the Board shall be promptly paid to the Trustee as and to the extent provided in Section 7.1 of the Lease.

Section 3.7 **Assignment of Lease and Mortgage by the Board.** It is understood and agreed that the Board will assign its right, title and interest in and to the Mortgage and the Lease (other than certain indemnification and expense payment rights retained by the Board), and pledge any moneys received under the Lease, to the Trustee as security for payment of the principal of and the interest on the Series 1984 Bonds. It is further understood and agreed that in the Indenture the Board will obligate itself to follow the instructions of the Trustee or the holders of the Series 1984 Bonds or a certain percentage thereof in the election or pursuit of any remedies vested in the Board by the Mortgage. Upon the assignment and pledge to the Trustee of the Board's right, title and interest in and to the Mortgage and the Lease, the Trustee shall have all rights and remedies herein accorded the Board (other than the aforesaid expense payment and indemnification rights), and any reference herein to the Board shall be deemed, with the necessary changes in detail, to include the Trustee; and the Trustee and the holders of the Series 1984 Bonds shall be deemed to be third party beneficiaries of the covenants and agreements on the part of the Mortgagors herein contained and shall, to the extent contemplated by the Indenture, be entitled to enforce performance and observance of the agreements and covenants on the part of the Mortgagors contained herein to the same extent as if they were parties hereto. Subsequent to the issuance of the Series 1984 Bonds, the Board and the Mortgagors shall have no power to modify, alter, amend, release or terminate the Mortgage without the prior written consent of the Trustee, and then only as provided in the Mortgage. The provisions of the Lease shall govern the interpretation and enforcement of the provisions of the Mortgage, and if any provision of the Mortgage is in conflict with any provision of the Lease, such provision of the Mortgage shall be deemed amended or modified to the extent necessary to avoid such conflict.

Section 3.8 **Sale or Other Disposition of Existing Equipment.** The Company may, if no Event of Default shall have occurred and be continuing (and for so long as the Series 1984 Original Purchaser shall be the Holder of any of the Series 1984 Bonds, only with the prior written consent of the Series 1984 Original Purchaser), dispose of any item of the Existing Equipment upon compliance with the conditions set forth in either subparagraph (a) or (b) below:

(a) Such item of the Existing Equipment may be removed from the Project Site and used by the Company elsewhere or sold or otherwise disposed of in any way the Company may see fit, free of the lien of the Mortgage and without the Company having any responsibility or accountability to the Board or the Trustee therefor, provided that the Company substitutes and installs in the Project Building or elsewhere on the



Project Site, before or simultaneously with such removal, other machinery, equipment, furniture, furnishings or other personal property not theretofore constituting part of the Existing Equipment and having utility (but not necessarily the same value or function) in the operation of the Project equal to or greater than the utility of the item of Existing Equipment so removed, it being understood that all such substituted machinery, equipment, furniture, furnishings or other personal property shall be free of all liens and encumbrances (other than Permitted Encumbrances), shall be and become a part of the Existing Equipment subject to the lien of the Mortgage and shall be held by the Company on the same terms and conditions as the items originally constituting the Existing Equipment.

(b) Such item of the Existing Equipment may be removed from the Project Site and used by the Company elsewhere or sold or otherwise disposed of in any way the Company may see fit, free of the lien of the Mortgage and without the Company having any responsibility or accountability to the Board or the Trustee therefor or being required to substitute other property therefor, provided that (i) in the case of the sale of such item of Existing Equipment to anyone other than the Company, or in the case of the scrapping thereof, the Company pays into the Bond Fund created under the Indenture the proceeds from such sale or the scrap value thereof, respectively, (ii) in the case of the trade-in or exchange of such item of Existing Equipment for other property not to be substituted therefor pursuant to the provisions of subparagraph (a) of this paragraph, the Company pays into said Bond Fund an amount in cash equal to the credit received for such trade-in or exchange, and (iii) in the case of the sale of such item of Project Equipment to the Company, or in the case of any other disposition thereof (including the use thereof by the Company in connection with any facility other than the Project), the Company pays into said Bond Fund an amount equal to the market value thereof as of the date of such sale or other disposition, as such market value shall be determined by an Independent Appraiser acceptable to the Trustee.

The Company will not remove any items of the Existing Equipment pursuant to the provisions of this section if the value or function of the Project will be significantly impaired by such removal or if such removal changes the character of the Project to such extent that it will not qualify as a "Project" within the meaning of the Act (as said term is defined and used in the Lease).

In furtherance of the preceding provisions of this section, the Company will do the following:

(1) The Company will furnish such reports as may be requested by the Trustee, whether on a periodic or one-time basis, to evidence compliance with the provisions of this section.

(2) If the Company elects to remove any item of the Existing Equipment pursuant to subparagraph (b) of the second paragraph of this section, it will pay to the Trustee such amounts as are required thereby

to be paid into said Bond Fund promptly after the sale or other disposition of the item requiring such payment.

(3) The Company will execute and deliver to the Board and the Trustee such documents as the Trustee may from time to time require to confirm the lien of the Mortgage with respect to, any items of machinery, equipment, furniture, furnishings and other personal property that under the provisions of this section are to become a part of the Existing Equipment.

(4) The Company will pay all costs (including attorneys' fees) incurred in subjecting to the lien of the Mortgage any items of machinery, equipment, furniture, furnishings and other personal property that under the provisions of this section are to become a part of the Existing Equipment.

The Company will not remove, or permit the removal of, any of the Existing Equipment from the Project Site except in accordance with the provisions of this section. The Company shall not, by reason of the removal of any items of the Existing Equipment pursuant to this section, or any substitutions made for any items of the Existing Equipment so removed, or any payments made to the Trustee on account of any items of the Existing Equipment so removed, be entitled to any diminution or abatement of the rentals due under the Lease.

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Upon receipt of a written confirmation from the Trustee that any item of Existing Equipment has been removed from the Project Site in compliance with the conditions of this section, the Board will cause the Trustee to execute and deliver to the Company all instruments that may be necessary to release from the lien of the Mortgage any item of Existing Equipment removed from the Project Site in compliance with the conditions of this section. The Company will reimburse the Board and the Trustee for their respective reasonable expenses incurred in connection with the execution and delivery of such instruments.

The preceding provisions of this section shall apply only so long as any of the Indenture Indebtedness remains unpaid. After full payment of the Indenture Indebtedness and the cancellation, satisfaction and discharge of the lien of the Mortgage in accordance with the provisions thereof, the Company may, in its sole discretion it determines that any or all items of the Existing Equipment have become unsuitable or unnecessary for its use and operation of the Project, remove such items of the Existing Equipment from the Project Site and sell or otherwise dispose of such items, without any responsibility or accountability to the Board therefor and without being required to install in the Project Building or elsewhere on the Project Site equipment or other personal property in substitution therefor, and may retain any money or other consideration received by it upon any disposition of such items of Existing Equipment.

Nothing contained herein shall prohibit the removal from the Project Site of any equipment, furniture, furnishings or other personal property that is owned by Persons other than the Board or the Company and is located on the Project Site because it is leased by the Company.

#### ARTICLE IV

##### EVENT OF DEFAULT AND REMEDIES OF THE BOARD AND THE TRUSTEE

Section 4.1 **Events of Default Defined.** Any of the following shall be "Events of Default" under the Mortgage, and the term "Event of Default" shall mean, whenever it is used in the Mortgage, any one or more of the following conditions or events:

(a) an "Event of Default" under the Lease, as such term is therein defined;

(b) an "Event of Default" under the Indenture, as such term is therein defined;

(c) failure by the Mortgagors to perform or observe any agreement or covenant on their part contained in the Mortgage [other than any covenant or agreement giving rise to an Event of Default referred to in the preceding clauses (a) and (b) of this section], which failure shall have continued for a period of thirty (30) days after written notice specifying, in reasonable detail, the nature of such failure and requiring the Mortgagors to perform or observe the agreement or covenant with respect to which they are delinquent shall have been given to any of the Mortgagors by the Board or the Trustee, unless (i) the Board and the Trustee shall agree in writing to an extension of such period prior to its expiration, or (ii) during such thirty (30) day period or any extension thereof, the Mortgagors have commenced and are diligently pursuing appropriate corrective action, or (iii) the Mortgagors are by reason of force majeure (as defined in Section 10.1 of the Lease) at the time prevented from performing or observing the agreement or covenant with respect to which it is delinquent;

(d) any warranty, representation or other statement by or on behalf of the Mortgagors in the Mortgage being untrue or misleading in any material respect at the time made;

(e) the entry of a decree or order for relief by a court having jurisdiction in the premises in respect of any of the Mortgagors in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of such Mortgagor or for any substantial part of his or its property, or ordering the winding-up or liquidation of his or its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days; or

(f) the commencement by any of the Mortgagors of a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or the consent by him or it to the entry of an

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order for relief in an involuntary case under any such law or to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of such Mortgagor or of any substantial part of his or its property, or the making by him or it of any general assignment for the benefit of creditors, or the failure of such Mortgagor generally to pay his or its debts as such debts become due, or the taking of action by such Mortgagor in furtherance of any of the foregoing.

**Section 4.2 Remedies on Default.** Whenever any Event of Default shall have occurred and be continuing, the Board and the Trustee, or the Trustee on behalf of the Board, shall have the following rights and remedies:

(a) Acceleration. Subject to and in compliance with the applicable conditions contained in the Lease, the Board or the Trustee may declare the obligations of the Company under the Lease immediately due and payable in an amount equal to the principal amount of all outstanding Series 1984 Bonds plus interest accrued on such Series 1984 Bonds to the date of such declaration.

(b) Suit or Other Legal Proceedings. The Board or the Trustee may proceed to protect and enforce the rights of the Board hereunder by a suit or suits, whether for the specific performance of any covenant or agreement contained herein or in any of the Basic Agreements or in execution or aid of any power granted herein or therein or for the enforcement of any other proper, legal or equitable remedy, as the Board or the Trustee shall deem most effectual to protect and enforce its rights hereunder or thereunder.

(c) Receivership. The Board or the Trustee shall be entitled upon, or at any time after, the commencement of any proceedings instituted upon the occurrence of an Event of Default, as a matter of strict right, upon application to any court of competent jurisdiction, to the appointment of a receiver of the Project and of the revenues, rents, royalties and income therefrom. Any such receiver shall, except as herein otherwise provided, have all the usual powers and duties of receivers in similar cases, with full power upon the order of such court to lease the Project or any part thereof, upon any terms approved by such court.

(d) Possession of Project Realty and Existing Equipment. The Board may, with or without the entire principal of the Series 1984 Bonds having been declared due and payable by the Board or the Trustee, enter upon and take possession of the Project Realty and the Existing Equipment and lease the same in the name and as the agent of the Mortgagors and from time to time maintain and restore and insure and keep insured the same, in the manner and to the same extent as is usual with like properties and likewise, from time to time, make all necessary repairs, renewals, replacements, alterations, additions and improvements thereto as may seem judicious and lease the same or any part thereof, as

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effectually as the Mortgagors could do, and the Board shall be entitled to collect and receive all revenues, rents, royalties and income from the Project Realty and the Existing Equipment and every part thereof and, after paying the expenses of leasing the same, including the expenses of maintenance, repairs and insurance or other charges thereon, as well as reasonable compensation for the services of the Board and its agents, attorneys or receivers, the Board shall apply the moneys obtained as aforesaid as provided in Section 4.5 hereof.

(e) Sale of Project Realty and the Existing Equipment and Other Remedies. The Board, with or without entry, personally or by attorney, may in its discretion either

(1) sell, or cause to be sold, the Project Realty and the Existing Equipment, as a whole or in parcels, and the entire interest and equity of redemption of the Mortgagors therein, such sale or sales to be made either (i) at public outcry at the main door of the Courthouse of Shelby County, Alabama, at such time or times and upon such terms as may be required by law or as the Board may determine, after having first given notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three (3) consecutive weeks prior to said sale, the first such publication to be at least twenty-one (21) days prior to the said sale, in a newspaper then published in said county (or, in the event there is at the time no newspaper being published in the said county, in a newspaper having general circulation in the said county) or (ii) in such other manner, including private sale, as may be permitted by applicable law, or

(2) institute such suit or proceeding for the foreclosure of the Mortgage, with or without further, other or incidental relief, such as the appointment of a receiver, the specific enforcement of covenants or obligations or an injunction to prevent violations or threatened violations of any covenant, agreement or obligation contained in any of the Basic Agreements.

**Section 4.3 Sale of Project; Waiver of Appraisalment and Other Protective Laws.** The following conditions shall apply to any sale of the Project or any part thereof by the Board or the Trustee pursuant to any powers granted by the Mortgage or pursuant to judicial authority:

(a) The entire principal of the Series 1984 Bonds shall forthwith become due, anything in the Series 1984 Bonds, the Lease, the Mortgage or the Indenture to the contrary notwithstanding.

(b) The whole of the Project Realty shall be sold in one parcel and as an entirety, unless the Trustee shall deem such sale as an entirety to be illegal or impracticable or inadvisable by reason of some statute or other cause.

(c) Any fixtures or personal property constituting a part of the Existing Equipment may be sold without having such property at the place of sale, and the Mortgagors, for themselves, their respective successors and assigns and for all persons hereafter claiming through or under them, hereby expressly waive and release all right to have such fixtures or personal property at the place of sale upon any foreclosure sale thereof.

(d) The Board may adjourn, or cause to be adjourned, from time to time, any sale (or any adjournment thereof), whether made under the power of sale herein granted or under or by virtue of judicial proceedings, by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and, except as otherwise provided by law, such sale may be made, without further notice or publication, at the time and place to which the same shall be so adjourned.

(e) If no cash bid for the property to be sold is received in an amount sufficient to pay all amounts then owing to the Board, the Board may, after first re-advertising such sale in the manner provided in Section 4.2(e) hereof to the extent required by applicable law, sell such property or any part thereof for an amount less than sufficient to pay all amounts then owing to the Board or for a consideration consisting of part cash and part purchase money mortgage, or both; provided (i) that such sale and the terms and amounts of any purchase money mortgage are approved in writing by the holders of a majority in principal amount of the then outstanding Series 1984 Bonds, and (ii) that in the opinion of the Trustee the price obtained at such sale represents the fair market value of the property sold, as demonstrated by more than one qualified bid therefor or by appraisal by an Independent Appraiser acceptable to the Trustee.

(f) Any holder or holders of the Series 1984 Bonds or the Trustee, or any of them, may bid for and purchase the property, or any portion thereof, to be sold at such sale.

(g) The purchaser may make payment, in whole or in part, of the amount by which his bid exceeds the sum necessary to discharge any prior liens and to pay costs, charges, fees and expenses by receipting for the share of the proceeds of the sale to which as a holder of any of the Series 1984 Bonds he would be entitled.

(h) The Board is hereby appointed, empowered and directed by the Mortgagors as their irrevocable attorney to convey, assign, transfer and deliver to the purchaser the property sold and make all necessary conveyances and transfers thereof, without any covenant or warranty, express or implied, to the purchaser, all of which the Mortgagors hereby jointly and severally approve and ratify. The entire right, title, interest, claim and demand, legal and equitable, of the Mortgagors in the property sold shall be completely divested by such sale and the same shall be a perpetual legal and equitable bar to any claim by any of the Mortgagors thereto; provided however, anything contained herein to the contrary



notwithstanding, any such sale shall not divest the Mortgagors of any right of redemption available to any of the Mortgagors under applicable law with respect to the property sold. The Mortgagors, however, if and when requested, will be jointly and severally obligated to execute and deliver to the purchaser such instruments as may be requested by the purchaser in further assurance of the title so acquired.

(i) The purchaser upon paying the purchase money to the Board and receiving its receipt therefor need not inquire into the authorization, necessity, expediency or regularity of the sale and need not see to or in any way be responsible for the application by the Board of any part of the purchase money.

To the full extent that they may lawfully so agree, the Mortgagors will not at any time insist upon, plead, claim or take the benefit or advantage of, any appraisement, valuation, stay, or exemption law now or hereafter in force, in order to prevent or hinder the enforcement of the Mortgage or the absolute sale of the Project Realty or the Existing Equipment or any part thereof, or the possession thereof by any purchaser at any sale under the Mortgage, and the Mortgagors, for themselves and all who may claim under them, so far as they now or hereafter lawfully may do so, hereby waive the benefit of all such laws. The Mortgagors, for themselves and all who may claim under them, waive, to the extent that they lawfully may do so, all right to have the property constituting the Project Realty and the Existing Equipment marshalled upon any foreclosure of the Mortgage, and agree that any court having jurisdiction to foreclose the Mortgage may order the sale of the Project Realty and the Existing Equipment as an entirety. If there is now in force any law referred to in this paragraph of which the Mortgagors could take advantage despite their agreement and waiver to the contrary, and if such law should hereafter be repealed or cease to be in force, then in such case such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the application of the provisions of this paragraph. To the full extent permitted by applicable law, the Board and the Mortgagors hereby waive the effect of any law which requires that the Board make oath, file an inventory of property subject to the lien of the Mortgage, or give bond as security for the execution of the duties accepted by it under the Mortgage.

**Section 4.4 Concerning the Board's Security Interest in the Existing Equipment under the Alabama Uniform Commercial Code.** Anything contained herein to the contrary notwithstanding, the Board shall have, without limitation, all of the rights and remedies provided by the Alabama Uniform Commercial Code to enforce its security interest in the Existing Equipment granted hereby, including the right to proceed against all or any of the Existing Equipment under the remedial provisions of the Alabama Uniform Commercial Code if an Event of Default shall have occurred and be continuing, or to proceed against the entire Project Realty and Existing Equipment in accordance with its rights and remedies hereunder. If the Board should elect to enforce its security interest in the Existing Equipment separately, the Mortgagors agree to make the Existing Equipment available to the Board, and if any notification of intended disposition of any of the Existing Equipment is required by law, such notification shall be deemed commercially reasonable and reasonably and properly given if mailed to the Mortgagors, in

accordance with the provisions of Section 5.3 hereof, at least ten (10) days before such disposition.

**Section 4.5 Application of Moneys Received from Enforcement of Rights Under the Mortgage.** Upon the occurrence and continuation of an Event of Default, any moneys received by the Board or the Trustee from the exercise of any rights or remedies granted to either of them by the Mortgage shall be applied as follows:

(a) first, there shall be paid the costs and expenses of exercising any right, power or remedy created by the Mortgage and all sums advanced or expended by the Board (or by the Trustee for the account of the Board) on account of litigation, attorneys' fees, liens, insurance premiums or any other advances made or expenses incurred by such parties on account of the Project; and

(b) second, there shall be paid to the Trustee the balance of such moneys (if any) for application in accordance with the provisions of Section 13.6 of the Indenture.

**Section 4.6 Payment of Costs of Enforcing the Mortgage.** The Company, Arthur P. Cook and A. Philip Cook, Jr. will be jointly and severally obligated to pay all the costs, charges and expenses, including attorneys' fees, reasonably incurred or paid at any time by the Board or the Trustee in connection with the enforcement of any provisions of the Mortgage upon the occurrence and continuation of an Event of Default. If such costs, charges and expenses are paid by the Board or the Trustee pending payment thereof by said parties, they (i) shall bear interest from the date of their payment by the Board or the Trustee, as the case may be, until the date of repayment thereof by said parties at a per annum rate of two percent (2%) above the prime lending rate of the Trustee from time to time in effect until such amount is repaid or at the maximum applicable non-usurious per annum rate of interest then permitted by the laws of the State of Alabama, whichever of the foregoing rates of interest is the lesser, and (ii) shall become an additional obligation of said parties secured by the Mortgage.

**Section 4.7 No Waiver of Rights Resulting from Delays or Omissions.** The lien of this Mortgage and the rights of the Board hereunder shall not be affected, nor shall any liability or obligation of the Company hereunder be released by, any delay or omission by the Board or the Trustee to exercise any available right, power or remedy hereunder or under any of the other Basic Agreements. In the event any agreement or covenant contained herein should be breached by the Mortgagors and thereafter waived by any party having the right to waive the same, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

**Section 4.8 Rights and Remedies Under the Mortgage Cumulative with Rights and Remedies Under other Basic Agreements.** No right or remedy confer-



red upon or reserved to the Board by the Mortgage shall be exclusive of any other right or remedy available to the Board or the Trustee under any of the other Basic Agreements, but each and every right or remedy hereunder shall be cumulative and in addition to every other right or remedy given under the Mortgage or any of the other Basic Agreements or otherwise made available to the Board or the Trustee.

## ARTICLE V

### MISCELLANEOUS PROVISIONS

**Section 5.1 Limitation of Rights.** Nothing herein contained shall confer any right on anyone other than the Mortgagors, the Board, the Trustee and the holders of the Series 1984 Bonds.

**Section 5.2 Mortgage Governed by Alabama Law.** The Mortgage shall in all respects be governed by and construed in accordance with the laws of the State of Alabama.

**Section 5.3 Notices.** All notices, demands, requests and other communications hereunder shall be deemed sufficient and properly given if in writing and delivered in person to the following addresses or received by certified or registered mail, postage prepaid with return receipt requested, at such addresses:

(a) If to the Board:

The Industrial Development Board  
of Shelby County  
Shelby County Courthouse  
Columbiana, Alabama 35051  
Attention: Chairman of the Board of Directors

(b) If to the Company:

Cook Publications, Inc.  
Post Office Box 10567  
Birmingham, Alabama 35202  
Attention: President

(c) If to the Individual Mortgagors:

Arthur P. Cook  
or  
Margaret B. Cook  
3922 Montevallo Road  
Birmingham, Alabama 35213

A. Philip Cook, Jr.  
or  
Deane P. Cook  
68 Norman Drive  
Birmingham, Alabama 35213

(d) If to the Trustee:

AmSouth Bank N.A.  
Post Office Box 11426  
Birmingham, Alabama 35202  
Attention: Administrator

Any of the above-mentioned parties may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. A copy of any notice given to any of the foregoing parties pursuant to the provisions of the Mortgage shall also be given to any of the foregoing parties to whom notice is not herein required to be given, but the failure to give a copy of such notice to any such other party shall not invalidate such notice or render it ineffective unless notice to such other party is otherwise expressly required herein. Any notice hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee.

**Section 5.4 Severability.** In the event that any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 5.5 Article and Section Captions.** The article and section headings and captions contained herein are included for convenience only and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

IN WITNESS WHEREOF, the Individual Mortgagors have hereunto set their hands and seals, the Company and the Board have caused this Mortgage and Security Agreement to be duly executed in their respective corporate names, have caused their respective corporate seals to be hereunto affixed and have caused this Mortgage and Security Agreement to be attested, all by their duly authorized officers, in seven (7) counterparts, each of which shall be deemed an original, and the parties hereto have caused this Mortgage and Security Agreement to be dated as of May 1, 1984, although actually executed and delivered on behalf of each of the parties hereto on May 18, 1984.

COOK PUBLICATIONS, INC.

By

A. Philip Cook  
Its President

ATTEST:



Margaret B. Cook  
Its Secretary

Arthur P. Cook (L.S.)  
ARTHUR P. COOK

WITNESS:

Margaret B. Cook

Margaret B. Cook (L.S.)  
MARGARET B. COOK

WITNESS:

Arthur P. Cook

A. Philip Cook (L.S.)  
A. PHILIP COOK, JR.

WITNESS:

Charles E. Brown

Deane P. Cook (L.S.)  
DEANE P. COOK

WITNESS:

Ally Cook

THE INDUSTRIAL DEVELOPMENT BOARD  
OF SHELBY COUNTY

By M. M. Rogers  
Chairman of its Board of Directors

ATTEST:

James D. Dean  
Its Secretary



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STATE OF ALABAMA )

Shelby COUNTY )

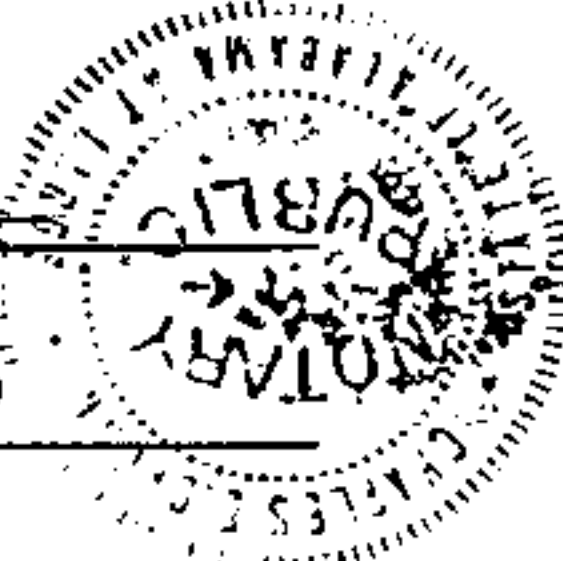
I, the undersigned, a Notary Public in and for said county in said state, hereby certify that A. PHILIP COOK, JR., whose name as President of COOK PUBLICATIONS, INC., a corporation under the laws of the State of Alabama, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, as such officer and with full authority executed the same voluntarily on the day the same bears date for and as the act of said corporation.

GIVEN under my hand and official seal of office, this 17<sup>th</sup> day of May, 1984.

[ NOTARIAL SEAL ]

Charles E. Brown  
Notary Public

My Commission Expires: 3/24/87



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STATE OF ALABAMA )

Shelby COUNTY )

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that ARTHUR P. COOK, whose name 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 such instrument, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office, this 17<sup>th</sup> day of May, 1984.

[ NOTARIAL SEAL ]

Charles E. Brown  
Notary Public

My Commission Expires: 3/24/87



STATE OF ALABAMA )  
Shelby COUNTY )

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that MARGARET B. COOK, whose name 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 such instrument, she executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office, this 17<sup>th</sup> day of May, 1984.

[ NOTARIAL SEAL ]

Charles E. Brown  
Notary Public

My Commission Expires: 3/24/85



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STATE OF ALABAMA )  
Shelby COUNTY )

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that A. PHILIP COOK, JR., whose name 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 such instrument, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office, this 17<sup>th</sup> day of May, 1984.

[ NOTARIAL SEAL ]

Charles E. Brown  
Notary Public

My Commission Expires: 3/22/85



STATE OF ALABAMA )

Shelby COUNTY )

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that DEANE P. COOK, whose name 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 such instrument, she executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office, this 12<sup>th</sup> day of May, 1984.

[ NOTARIAL SEAL ]

Charles E. Brown  
Notary Public

My Commission Expires: 3/14/87



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STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that M. M. ARGO, JR., whose name as Chairman of the Board of Directors of THE INDUSTRIAL DEVELOPMENT BOARD OF SHELBY COUNTY, a public corporation organized and existing under the laws of the State of Alabama, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of the said public corporation.

GIVEN under my hand and official seal of office, this 17<sup>th</sup> day of May,



[ NOTARIAL SEAL ]

E. Arden Ray  
Notary Public

My Commission Expires: 9/9/85

EXHIBIT A

to  
MORTGAGE AND SECURITY AGREEMENT  
between  
COOK PUBLICATIONS, INC.,  
ARTHUR P. COOK, MARGARET B. COOK,  
A. PHILIP COOK, JR. and DEANE P. COOK  
and  
THE INDUSTRIAL DEVELOPMENT BOARD  
OF SHELBY COUNTY  
dated as of May 1, 1984

The Existing Equipment referred to in the Mortgage and Security Agreement of which this Exhibit A forms a part consists of the following:

One Goss Eight-Unit, Two Folder Signature HV Press, Serial Nos. S-2510 and S-2517, and all related equipment, including parts, accessories and attachments, together with all additions, attachments, accessories and improvements thereto

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

1984 MAY 25 PM 1:10

*Thomas L. Anderson, Jr.*  
JUDGE OF COURSE

*Fee* 48.00  
*and* 1.00  
49.00

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