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TO: THE FIRST NATIONAL BANK OF ATLANTA

(Name of Seller/Lender/Lessor)

2 Peachtree Street
(Number, Street)Atlanta, Georgia 30383
(City)

(State)

RE: BETHEA ELECTRICAL PRODUCTS, INC.

(Name of Purchaser/Borrower/Lessee)

(hereinafter "Client")

Business Address:

3098 Highway 31 South, Pelham, Alabama, as more particularly described on attached
(Number, Street) Exhibit A (City) (State)

(Address of Premises where Equipment to be installed) (Legal Description attached as Exhibit A)

Owner and Landlord

Inventory
Undersigned is the ~~Owner/Mortgagee/Landlord~~ (strike inapplicable provision) of Premises. Undersigned understands that Client has on Premises or will install (or undersigned will permit Client to install) on Premises certain equipment, goods, and/or chattels hereinafter called the "Equipment" including, but not limited to, the equipment, goods and/or chattels attached hereto as Exhibit B (if available) either owned by you or in which you have or will have a security interest. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Undersigned consents and agrees as follows:

1. That Undersigned recognizes and acknowledges that any claim or claims that you have or may hereafter have or acquire against such Equipment is superior to any lien, claim, right, title or interest of any nature which Undersigned now has or may hereafter have to such Equipment by statute, agreement or otherwise.

2. That each and every such lien, claim, right, title or interest which Undersigned now has, or may hereafter have or acquire, or otherwise, by statute, agreement, to claim, levy, seize, repossess, distrain or otherwise assert rights against the Equipment or to claim or assert title to Equipment, on whatever grounds, is hereby waived and disclaimed.

3. That the Undersigned will not claim, levy, seize, distrain, repossess or otherwise assert rights against the Equipment at any time so long as any obligation is owing to you by Client including, but not limited to obligations of Client under conditional sales contracts, loan agreements, transactions or otherwise.

4. That Equipment shall remain personal property notwithstanding the manner or mode of the attachment of Equipment to Premises and shall not become fixtures thereon.

5. That in the event of default by Client under the terms and conditions of any agreement respecting the obligations of Client to you, you may enter upon the Premises and remove Equipment, or any part thereof, from Premises, in accordance with the terms and conditions of such agreement, but with reasonable compensation to the Undersigned for any damage to the realty caused thereby and Undersigned will make no claim whatsoever on such Equipment at, prior to or subsequent to such removal. In the event of any such default by Client, in any obligation of Client to Undersigned, Undersigned may direct you to remove Equipment upon three (3) months' advance written notice.

6. That you may, without affecting the validity of this Agreement, extend the amounts, times or manner of payment of any obligation of Client to you or otherwise amend, modify, supplement or waive any of the terms and conditions of any agreement respecting same, all without the consent of Undersigned and without giving notice thereof to Undersigned.

7. Undersigned represents that the ~~mortgage/lease~~ on Premises is dated November 29, 1984, is recorded in the office of _____ in County of _____, State of _____, on _____, 19____, in book No. _____, page No. _____, document No. _____.

8. That for the purpose of this Waiver and Consent, "Mortgage" shall mean and include any mortgage, deed of trust, security deed, deed to secure debt or any other similar instrument, and "Mortgagee" shall mean and include any mortgagee and/or the holder of security interest, title or lien under any such instrument.

9. That this Waiver and Consent may be assigned by you without the consent of the Undersigned and shall inure to the benefit of the successors and assigns of you and shall be binding upon the heirs, personal representatives, successors and assigns of Undersigned and shall inure to the benefit of anyone succeeding to your right, title and interest, legal or equitable, in Equipment.

IN WITNESS WHEREOF, the Undersigned has executed and sealed, or caused this instrument to be executed by its duly authorized officer and its seal to be affixed hereto, this 29th day of November, 19 84.

[Corporate Seal]

TAMAN ASSOCIATES, LTD. (Seal)

Attest:

By: Clyde A. Taylor III (Seal)
Clyde A. Taylor, III,
General Partner

By: _____
(Signature of Appropriate Attesting Personnel)

Signed, Sealed and Delivered in the Presence of:

Witness

Notary Public

My commission expires:

(SEAL)

ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNER (EXCEPT IN SOUTH CAROLINA)

STATE OF GEORGIA, COUNTY OF DEKALB, SS.:
 I, Gerald T. Woods, a Notary Public duly qualified in
 and for said County and State, do hereby certify that on this _____ day of November, 19 84,
 in 56 Perimeter Center East, N.E., Atlanta, Ga. (place) in said County, before me personally appeared

(For Individual)

to me personally well known as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained and set forth.

Given under and witness my hand and official seal the day and year in this certificate first above written.

NOTARY PUBLIC

Notary Public in and for DeKalb
 Residing at Atlanta, Georgia
 (Notarial Seal)

(For Partnership) the general partner

to me personally well known and known as and to be a member of the partnership of Taman Associates, Ltd. and the identical person described in and party to and who executed in said partnership name the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and he duly acknowledged to me that he signed, sealed and delivered the same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained and set forth.

Given under and witness my hand and official seal the day and year in this certificate first above written.

NOTARY PUBLIC

County, State of Georgia
 My Commission expires June 25, 1988

ACKNOWLEDGMENT BY CORPORATION
(EXCEPT IN SOUTH CAROLINA AND DISTRICT OF COLUMBIA)

STATE OF _____, COUNTY OF _____, SS.:
 I hereby certify that on this _____ day of _____, 19 _____, in _____ (place)
 in said County, before me _____, a Notary Public duly qualified in and for the

(Name of Notary Public)

County of _____, State of _____, personally appeared _____, to me personally well known to be the

(Name of Officer who signed)

identical person who signed the within and foregoing instrument of writing in his (her) own proper handwriting and well known to me to be and who acknowledged himself (herself) to be the _____ of _____

(Title of Officer) (Name of Corporation)

the corporation which executed the same, and produced and delivered the same before me, and who, being by me first duly sworn, did say that (s)he is such officer of the aforesaid corporation, the within named mortgagee; and being authorized so to do, executed the foregoing instrument; that (s)he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment; that (s)he knows the contents of said instrument; that (s)he resides at _____

_____; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its by-laws or by resolution of its Board of Directors, and said _____

(person) acknowledged that (s)he executed said instrument as his (her) free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him (her) in his (her) said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained and set forth, by signing the name of the corporation by himself (herself) as such officer.

Witness my hand and official seal the day and year in this certificate first above written.

NOTARY PUBLIC

Notary Public in and for _____ County, State of _____
 Residing at _____
 (Notarial Seal) My Commission expires _____

CORPORATE ACKNOWLEDGMENT

DISTRICT OF COLUMBIA, SS.: I, _____, a Notary Public in and for the District of Columbia, do hereby certify that _____, who is named in the above instrument as attorney in fact for _____, a corporation, the corporate party to a certain instrument of waiver and consent bearing date on the _____ day of _____, 19 _____, and hereto annexed, personally appeared before me in said District, who, being personally well known to me as the person named in the above instrument as attorney in fact for the said corporation, acknowledged the said waiver and consent to be the corporate act and deed of said corporation and that he delivered the same as such.

Given under my hand and seal this _____ day of _____, 19 _____.

(Notarial Seal) _____ NOTARY PUBLIC, DISTRICT OF COLUMBIA

PROOF BY SUBSCRIBING WITNESS

STATE OF SOUTH CAROLINA, COUNTY OF _____, SS.:
 On this _____ day of _____, 19 _____, before me a Notary Public in and for the County of _____, personally appeared _____, to me personally known, who being by me duly sworn, did say that he was present and saw _____

(Name and title of person who signed waiver and consent)

of _____ sign and execute, seal and deliver the within instrument for the purposes therein cited and that the same was signed by him (her) as a witness at the request of Mortgagee, and that _____ was also present at the request of Mortgagee and signed as a subscribing witness thereto.

(Second Witness)

Sworn to and subscribed before me the day and year above written.

Notary Public residing at _____

(Signature of Subscribing Witness)

EXHIBIT A

From the SW corner of Section 13, Township 20 South, Range 3 West; run Easterly along the South boundary line of Section 13, Township 20 South, Range 3 West 764.69 feet, more or less to the point of intersection of the south boundary line of Section 13, Township 20 South, Range 3 West and the West right of way line of U.S. Highway 31; thence turn an angle of 102 degrees 18' to the left and run Northwesterly along the West right of way line of U.S. 31 Highway 1317.8 feet; thence turn an angle of 77 degrees 42' to the left and run westerly 878.51 feet to a point in the center of the Old Birmingham-Montgomery Highway; thence turn an angle of 92 degrees 09' to the right and run Northeasterly along the center of the Old Birmingham-Montgomery Highway for 303.24 feet; thence turn an angle of 03 degrees 28' to the right and continue Northeasterly along the center of the Old Birmingham-Montgomery Highway for 292.83 feet; thence turn an angle of 84 degrees 23' to the right and run Easterly for 430.0 feet; thence turn an angle of 93 degrees 41' to the right and run Southwesterly 295.47 feet to the point of beginning of the lot herein described; from said point of beginning continue thence in the same southwesterly direction along the East line of the Ralston Purina Company property 200 feet to the SW corner of the lot herein described; thence turn an angle of 93 degrees 41' to the left and run Easterly along North line of Ralston Purina Company property 418.51 feet, more or less, to a point on the West right of way line of U.S. Highway 31; run thence in a Northwesterly direction along the West right of way line of said U.S. 31 Highway 204.28 feet to a point; thence run in a straight westerly line (said line being parallel with the southerly line of a lot herein described) to the point of beginning. Being a part of the NW 1/4 of SW 1/4 of Section 13, Township 20 South, Range 3 West.

From the Southwest corner of Section 13, Township 20 South, Range 3 West run Easterly along the South boundary line of Section 13, Township 20 South, Range 3 West 764.69 feet, more or less, to the point of intersection of the South boundary line of Section 13, Township 20 South, Range 3 West and the West right of way line of U.S. 31 Highway; thence turn an angle of 102 degrees 18' to the left and run Northwesterly along the West right of way line of U.S. 31 Highway 1317.8 feet to the point of beginning of the land herein described; thence turn an angle of 77 degrees 42' to the left and run Westerly 878.51 feet to a point in the center of the Old Birmingham-Montgomery Highway; thence turn an angle of 92 degrees 09' to the right and run Northeasterly along the center of the Old Birmingham-Montgomery Highway for 303.24 feet; thence turn an angle of 03 degrees 28' to the right and continue Northeasterly along the center of the Old Birmingham-Montgomery Highway for 292.83 feet; thence turn an angle of 84 degrees 23' to the right and run Easterly for 430.0 feet; thence turn an angle of 93 degrees 41' to the right and run Southwesterly for

CONTINUED

EXHIBIT A

495.47 feet; thence turn an angle of 93 degrees 41' to the left and run Easterly 418.51 feet, more or less, to a point on the West right of way line of U.S. 31 Highway; thence turn an angle of 77 degrees 42' to the right and run Southeasterly along the west right of way line of U.S. 31 Highway 102.35 feet, more or less, to the point of beginning.

This land being a part of the East Half of the SE 1/4 of Section 14, Township 20 South, Range 3 West and a part of the West Half of the SW 1/4 of Section 13 Township 20 South, Range 3 West. Situated in Shelby County, Alabama.

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1984 NOV 30 PM 4:03

Thomas A. Johnson, Jr.
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$ <u>10.00</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>11.00</u>