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MORTGAGE AND SECURITY AGREEMENT

STATE OF ALABAMA )  
COUNTY OF SHELBY )

THIS MORTGAGE AND SECURITY AGREEMENT ("this Mortgage"), made and entered into as of the 29th day of November, 1984, by TAMAN ASSOCIATES, LTD., an Alabama limited partnership whose sole general partner is CLYDE A. TAYLOR, III (herein called "Mortgagor"), in favor of THE FIRST NATIONAL BANK OF ATLANTA, a national banking association with its principal office and mailing address at 2 Peachtree Street, Atlanta, Georgia 30383 (herein called "Mortgagee"),

W I T N E S S E T H:

WHEREAS, Mortgagor is indebted to Mortgagee in the principal amount of One Million Three Hundred Sixty-Five Thousand Dollars (\$1,365,000) (the "Loan") as evidenced by promissory note of even date herewith in such principal amount (the "Note"); and

WHEREAS, Mortgagor has used the proceeds of the Loan to acquire the mortgaged premises described hereinbelow for lease to Bethea Electrical Products, Inc., an Alabama corporation ("Lessee") pursuant to the terms of a certain Commercial Lease, dated as of November 29, 1984 (the "Lease");

WHEREAS, Mortgagor has further obligated itself to Mortgagee pursuant to a certain Guaranty, dated of even date herewith (the "Guaranty") with respect to certain debts, obligations and liabilities of Lessee to Mortgagee aggregating, initially, Two Million Eight Hundred Twenty-Six Thousand Dollars (\$2,826,000) in principal amount; and

WHEREAS, Mortgagee is desirous of securing the prompt payment of the indebtedness evidenced by the Note, and the several installments and payments of principal and interest therein provided for, and the covenants, conditions and agreements herein and in the Note set forth; and

WHEREAS, Mortgagee is further desirous of securing the performance by Mortgagor of its obligations under the Guaranty; and

WHEREAS, Mortgagor may hereafter become indebted to Mortgagee for additional sums on account of indebtedness which may accrue to Mortgagee on account of any advances or expenditures made by Mortgagee under the provisions of this Mortgage, and Mortgagor wishes to execute this conveyance for the security and enforcement of the payment both of said present and any such future indebtedness in order to induce Mortgagee to extend such additional financing;

NOW, THEREFORE, in consideration of said premises, the disbursement to Mortgagor of the loan evidenced by the Note, the receipt of which is acknowledged, to secure the prompt payment of the indebtedness evidenced by the Note with interest thereon, and all renewals, extensions, modifications and replacements thereof, the performance of the Guaranty, and the payment of any further sum or sums for which Mortgagor may hereafter become indebted to Mortgagee under the provisions hereof or otherwise, and further to secure the performance of the covenants, conditions and

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agreements hereinafter, in the Note and in the Guaranty set forth, and those set forth in any other instruments now or hereafter securing the Note or the Guaranty (herein sometimes collectively called "the indebtedness secured hereby"), Mortgagor has bargained and sold and hereby grants, bargains, sells and conveys to Mortgagee, its successors and assigns, the real estate, lying and being in Shelby County, Alabama, which is more particularly described in Exhibit A which is attached hereto and made a part hereof as if fully set forth herein;

TOGETHER WITH all and singular the rights, members, privileges and appurtenances thereunto belonging or in anywise appertaining, and all rights, title and interests, if any, of Mortgagor in and to any streets, alleys, roads, ways, highways, gores or strips of land adjoining or abutting the said mortgaged premises; and

TOGETHER WITH Mortgagor's right, title and interest in the Lease and in any and all other oral and written leases with, or other agreements for use and occupancy made or agreed to by, any person or entity pertaining to all or any part of the property herein mortgaged whether such leases have been heretofore or are hereafter made or agreed to and all rents, issues and profits of the mortgaged premises, the property described in this clause being hereby pledged primarily and on a parity with the mortgaged premises and not secondarily; and

TOGETHER WITH all buildings and structures, now or hereafter constructed thereon, and all building materials, equipment, and fittings of every kind or character now owned or hereafter acquired by Mortgagor for the purpose of constructing building and structures on said mortgaged premises, and all improvements, fixtures and articles of personal property now or hereafter attached to or used or adapted for use in the operation of said mortgaged premises, all of which shall be deemed part of the realty, including, but without being limited to all heating and incinerating apparatus and equipment whatsoever, all boilers, engines, motors, dynamos, generating equipment, wiring, piping, plumbing fixtures, cooling, air conditioning, ventilating, incinerating, sprinkling, inter-communicating, and vacuum cleaning systems and equipment, fire extinguishing apparatus, gas electric fixtures, and cleaning and maintenance equipment; and

TOGETHER WITH any awards, settlements and considerations hereafter made or given for or in anticipation of any taking of or injury to the property herein mortgaged through eminent domain or otherwise, including awards or damages for change of grade, and also all proceeds, unearned premiums, dividends and other payments upon any insurance at any time provided for the benefit of Mortgagee, and all intangible rights pertaining in any way to said property, including without limitation, construction warranties, all of which awards, damages, settlements, considerations, proceeds, premiums, dividends, payments and rights are hereby assigned to Mortgagee and may be at any time collected by it; and

TOGETHER WITH (1) all of Mortgagor's rights further to encumber the mortgaged premises for debt except by such encumbrance which has the prior written approval of Mortgagee, or as expressly permitted by paragraph (26) hereof, and which by its actual terms and specifically expressed intent shall be and at all times remain subject and subordinate to (i) any and all tenancies in existence when such encumbrance becomes effective and (ii) any tenancies thereafter created; Mortgagor hereby (i) representing as a special inducement to the Mortgagee to make the loan secured hereby that as of the date hereof there are no encumbrances to secure debt junior to this Mortgage and (ii)

covenanting that there are to be none as of the date this Mortgage becomes of record; and (2) all of Mortgagor's rights to enter into any lease or lease agreement which would create a tenancy that is or may become subordinate in any respect to any mortgage other than this Mortgage.

TO HAVE AND TO HOLD the said real estate and all of the property, rights, and interests in property described in the foregoing provisions (collectively and severally, "the mortgaged premises"), and every part thereof, unto Mortgagee, its successors and assigns, forever. And Mortgagor covenants with Mortgagee that it is lawfully seized of the mortgaged premises and has a good right to sell and convey the same as aforesaid; that the mortgaged premises are free of all encumbrances except as herein may be set out on Exhibit B which is attached hereto and incorporated herein by reference, and Mortgagor will warrant and forever defend the title to the mortgaged premises unto Mortgagee, its successors and assigns, against the lawful claims of all persons whomsoever.

IT IS HEREBY COVENANTED AND DECLARED that this Mortgage is made and accepted on the understanding that the following covenants, conditions and agreements shall continue in effect so long as any portion of the indebtedness secured hereby remains unpaid, to-wit:

(1) Mortgagor will pay all indebtedness secured hereby whether presently existing or hereafter incurred.

(2) Upon request, Mortgagor will pay to the Mortgagee, concurrently with monthly payments of principal and interest, and until the indebtedness secured hereby is fully paid and performed, a sum equal to taxes, assessments, and casualty insurance premiums next due on the mortgaged premises (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such taxes and assessments will become delinquent. Such sums shall be held by Mortgagee, without interest, to pay said taxes and special assessments, and such sums may be commingled with other assets of Mortgagee. In the event of a default in the payment of the indebtedness secured hereby or in the performance of any of the covenants, conditions and agreements hereof, Mortgagee may apply such sums collected hereunder as Mortgagee may determine and/or to such taxes, assessments and insurance premiums, as Mortgagee may elect. Mortgagor shall, promptly upon receipt, deliver to Mortgagee all bills for such taxes, assessments and insurance premiums received by Mortgagor. The Mortgagee, upon receipt of the bills, shall pay from such fund held by it all such taxes, assessments and insurance premiums as they become due. Mortgagee shall not be required to determine the accuracy of any bill or the validity of any such taxes, assessments and insurance premiums.

All payments mentioned in the preceding subsection of this paragraph and the payments to be made on the Note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

- (i) taxes and special assessments;
- (ii) casualty insurance premiums; and
- (iii) as provided in the Note.

Any excess funds accumulated under the provisions of this paragraph (2) remaining after payment of the items herein mentioned shall be credited at Mortgagee's option to subsequent monthly payments of the same nature required hereunder or utilized to effect an adjustment in the subsequent monthly payments; but if any such item shall exceed the estimate therefor the Mortgagor shall without demand forthwith make good the deficiency. Failure to do so before the due date of such item shall be a default hereunder. If the mortgaged premises are sold under foreclosure or are otherwise acquired by the Mortgagee after default, any remaining balance of the accumulations under this paragraph (2) shall be credited to the principal and/or accrued interest on the indebtedness secured hereby as of the date of commencement of foreclosure proceedings or as of the date the mortgaged premises are otherwise acquired, unless such shall have previously applied by Mortgagee in accordance with the foregoing provisions of this paragraph (2).

(3) For the benefit of Mortgagee, Mortgagor will constantly keep in force fire and extended coverage, malicious mischief, flood and rent coverage insurance policies and, when available and required by Mortgagee, other hazard insurance, with respect to any and all of the mortgaged premises. Such insurance policies shall contain an agreement by the issuer thereof that no party thereto may cancel or amend any policies without at least thirty (30) days' prior written notice to Mortgagee and shall contain such other reasonable and normal terms, provisions and endorsements as shall be satisfactory to Mortgagee. All such insurance shall be provided in such reasonable and normal manner, in such companies, in such form and substance and in such amounts as are reasonably required for the security of Mortgagee, all as may be required by Mortgagee, with loss, if any, payable to Mortgagee as its interest may appear, and Mortgagor hereby transfers, assigns, sets over and delivers to Mortgagee the fire and other insurance policies covering the mortgaged premises and shall transfer, assign, set over and deliver any and all renewals and replacements thereof to Mortgagee with evidence of payment of all premiums no later than thirty (30) days prior to the expiration of any then existing policy, the premiums on which shall have been paid by Mortgagor, and it is further agreed that all such insurance and insurance policies shall be held by Mortgagee as a part of the security for said indebtedness, and shall pass to, and become the property of, the purchaser at any foreclosure sale hereunder, without the necessity of specifically describing said insurance or insurance policies in the foreclosure notice, sale, deed or other proceedings in consummation of such foreclosure. If the Mortgagor fails to keep the mortgaged premises insured as above specified, then Mortgagee may, at its option, insure the mortgaged premises for such amounts as it shall determine against loss by fire, extended coverage and other hazards, casualties and contingencies, for its own benefit, and any amount which may be expended for premiums on such insurance policies shall be secured by the lien of this Mortgage, be payable on demand of Mortgagee and bear interest at the rate prescribed in the Note from the date of payment by Mortgagee. It is further understood and agreed between the parties hereto that any sum, or sums, of money received for any damage by fire or other casualty to any part of the mortgaged premises herein conveyed may be retained by the Mortgagee and applied toward payment of the indebtedness secured hereby in such order as Mortgagee may elect either in whole or in part, or, at the option of the Mortgagee, same may be applied in payment for any repair or replacement of the mortgaged premises, upon such terms and conditions pertaining to the completion of such repairs and replacement and the payment of all costs thereof as Mortgagee shall require, without affecting the lien of this Mortgage for the full amount hereby secured. Mortgagor agrees to give



Mortgagee notice in writing of any damage to the mortgaged premises caused by fire or other casualty within ten (10) days after the occurrence of any such damage. In case of loss or damage the proceeds of claims under rental interruption insurance policies pertaining to the mortgaged premises shall be paid to Mortgagee for application to amounts due under the Note, the Guaranty, this Mortgage and any other instruments additionally securing the indebtedness secured hereby as such amounts become due and payable, with the balance, if any, paid to Mortgagor subject to such controls as Mortgagee may reasonably impose to assure that such balance is first used, to the extent necessary, for payment of expenses of operation and maintenance of the mortgaged premises. All proceeds of insurance policies shall be paid to Mortgagee solely, and not to Mortgagor and Mortgagee jointly. Notwithstanding any other provision of this Mortgage, the Note or the Guaranty, no application of insurance proceeds to the indebtedness secured hereby shall result in a prepayment premium or have the effect of curing any default or extending the time for making any payment due hereunder, under the Note or under the Guaranty. Mortgagee shall not be held responsible for failure to collect any insurance proceeds due under the terms of any policy provided for herein regardless of the cause of such failure.

(4) The mortgaged premises, including the improvements thereon, shall be kept in good condition and no waste shall be committed or permitted thereon, and Mortgagor shall permit Mortgagee and its agents to have access to the mortgaged premises at all reasonable times to inspect same in order to determine compliance herewith. Except as otherwise may be provided in paragraph (2) hereof, taxes and assessments or other charges which may be levied upon or accrue against said premises, as well as all other sums which may be or become liens or charges against same, shall be paid and discharged by Mortgagor promptly as and when so levied or assessed, and shall not be permitted to become delinquent or to take priority over the lien of this Mortgage except as to the lien for taxes which becomes a lien before they are due and payable.

(5) No building, other improvement, fixture or personal property included in the mortgaged premises shall be structurally or materially altered, removed or demolished without the Mortgagee's prior written consent, nor shall any fixture or chattel covered by this Mortgage be removed nor sold at any time without like consent unless actually replaced by an article of equal suitability and value owned by Mortgagor free and clear of any lien or security interest.

(6) Any lien which may be filed under the provisions of the statutes of Alabama, relating to the liens of mechanics and materialmen, shall be promptly paid and discharged by Mortgagor and shall not be permitted to take priority over the lien of this Mortgage, provided that Mortgagor, upon first furnishing to Mortgagee such security as shall be satisfactory to Mortgagee for the payment of all liability, costs and expenses of the litigation, may in good faith contest, at Mortgagor's expense, the validity of any such lien or liens. In those instances where Mortgagee's title policy protects it against such lien or liens such title policy shall be deemed to be sufficient security. Determination of whether said title policy protects Mortgagee shall be made solely by Mortgagee and shall be binding upon Mortgagor.

(7) Any and all legal requirements of the city, town, and/or county wherein the mortgaged premises are located and any department thereof and all state and federal laws, licenses, and permits shall be fully complied with by Mortgagor.

(8) If Mortgagor fails to insure the mortgaged premises as hereinabove provided, or to pay all or any part of the taxes or assessments levied, accrued or assessed upon or against the mortgaged premises or the indebtedness secured hereby, or any interest of Mortgagee in either, or fails to pay immediately and discharge any and all liens, debts, and/or charges which might become liens superior to, inferior to, or in parity with, the lien of this Mortgage, or to keep the mortgaged premises in good repair, or to perform any other covenant, condition, or agreement of this Mortgage, Mortgagee may, at its option, insure the mortgaged premises and/or pay said tax, assessments, debts, liens and/or charges, and/or repair the mortgaged premises and/or perform such other covenant, condition or agreement and any money which Mortgagee shall have so paid or become obligated to pay in connection therewith shall constitute a debt of Mortgagor to Mortgagee additional to the indebtedness hereby secured, shall be secured by this Mortgage, shall bear interest at a rate equal to the rate prescribed in the Note from date paid or incurred, and, at the option of the Mortgagee, shall be immediately due and payable.

(9) No failure or delay of Mortgagee to exercise any option herein given to declare the maturity of the indebtedness hereby secured shall be taken or construed as a waiver of its right to exercise such option or to declare such maturity by reason of any past, present or future default on the part of Mortgagor; and the procurement of insurance or the payment of taxes or other liens, debts or charges by Mortgagee, or the making of any repairs or the performance of any other agreement, condition or covenant of this Mortgage shall not be taken or construed as a waiver of its right to any remedies to which Mortgagee may be entitled including, without limitation to, the right to declare the maturity of the indebtedness secured hereby by reason of the failure of Mortgagor to procure such insurance or to pay such taxes, debts, liens or charges or to perform any such other obligations.

(10) If Mortgagee shall be made a party to any suit involving the title to the mortgaged premises or any portion thereof hereby conveyed and employs an attorney to represent it therein, or if Mortgagee employs an attorney to assist in settling or removing any cloud on the title to the mortgaged premises hereby conveyed that purports to be superior to, inferior to, or in parity with, the lien of this Mortgage in any respect, Mortgagor will pay to Mortgagee, when the same becomes due, such attorney's fee as may be reasonable for such services, and if such fee is paid or incurred by Mortgagee the same shall be secured by the lien of this Mortgage in addition to the indebtedness specially secured hereby, and shall bear interest at a rate equal to the rate of interest prescribed in the Note from the date it is paid or incurred and shall be immediately due and payable, provided that if any such cloud on the title is covered by title insurance, Mortgagor shall not be responsible for Mortgagee's costs.

(11) All expenses incurred by Mortgagee, including attorney's fees, in compromising, adjusting or defending against lien claims or encumbrances south of to be fixed upon the mortgaged premises hereby conveyed, whether such claims or encumbrances be valid or not, shall become a part of the indebtedness hereby secured, shall bear interest at a rate equal to the rate of interest prescribed in the Note from the date paid or incurred and shall be immediately due and payable.

(12) Mortgagor agrees to pay reasonable attorney's fees to Mortgagee should the Mortgagee employ an attorney to collect any indebtedness secured hereby.

(13) Notwithstanding that the assignment of awards, settlements and considerations hereinabove referred to in the granting clauses of this Mortgage shall be deemed to be self-executing, Mortgagor shall execute, at Mortgagee's request, and forthwith deliver to Mortgagee, such valid assignments in recordable form if required by Mortgagee, assigning all condemnation claims, awards, damages, settlements and considerations to Mortgagee, but not in excess of an amount sufficient to pay, satisfy and discharge all indebtedness then secured by this Mortgage, including without limitation any advances made by Mortgagee as herein provided then remaining unpaid, with interest hereon at the rate specified in the Note, to the date of payment, whether such indebtedness is then due or not by the terms of the Note or of this Mortgage.

(14) If Mortgagor shall make default in the performance of any non-monetary covenants, agreements or conditions hereof or of any other instruments securing said indebtedness, and such default shall continue for ten (10) days following written notice thereof by Mortgagee to Mortgagor, or if Mortgagor shall default in the payment of any of the indebtedness secured hereby, Mortgagee may, in addition to any other remedies available at law or in equity to Mortgagee, proceed to collect the rent, income and profits from the mortgaged premises, either with or without the appointment of a receiver. Any rents, income and profits collected by Mortgagee prior to foreclosure of this Mortgage, less the cost of collecting same, including any real estate commission or attorney's fee incurred, shall be credited to such portions or all the indebtedness secured hereby and in such order as Mortgagee may determine.

(15) It is further agreed that if Mortgagor shall fail to pay, or cause to be paid, the whole or any portion of the indebtedness secured hereby or any installment of principal and interest thereon, or any other sum the payment of which is hereby secured, as they or any of them mature, either by lapse of time, optional declaration or otherwise, in accordance with the agreements, conditions and covenants herein contained, or should default be made in the payment of any mechanic's lien, materialman's lien, insurance premiums, or taxes or assessments now, or which may hereafter be, levied against, or which may become a lien on, the mortgaged premises, or should default be made in any of the other covenants, conditions and agreements herein contained or contained in any other instruments now or hereafter evidencing or securing said indebtedness, or if there should be any other default or Event of Default, as defined in paragraph (30) hereof, then and in that event the whole of said indebtedness, with interest thereon, and all other sums secured hereby, including without limitation, all prepayment premiums due by the terms of the Note shall, at the option of the then holder of said indebtedness, be and become immediately due and payable and the holder of the indebtedness hereby secured shall have the right to enter upon and take possession of the mortgaged premises and after, or without, taking such possession of the same, sell the mortgaged premises at public outcry, in front of the courthouse door of the county wherein the mortgaged premises are located, to the highest bidder for cash, either in person or by auctioneer, after first giving notice of the time, place and terms of such sale by publication once a week for three (3) successive weeks in some newspaper published in said county, and, upon the payment of the purchase money, the Mortgagee or any person conducting said sale for it is authorized and empowered to execute to the purchaser at said sale a deed to the mortgaged premises so purchased in the name and on behalf of Mortgagor, and the certificate of the holder of the mortgage indebtedness appointing said auctioneer to make such sale, shall be prima facie evidence of his authority in the premises. Alternatively,

the equity of redemption from this Mortgage may be foreclosed by suit in any court of competent jurisdiction as now provided by law in the case of past due mortgages. The Mortgagee, or the then holder of the indebtedness hereby secured, may bid at any such sale and become the purchaser of the mortgaged premises if the highest bidder therefor. The proceeds of any such sale referred to in either of the first two sentences of this paragraph (15) shall be applied: (a) to the expenses incurred in making the sale and in all prior efforts to effect collection of the indebtedness secured hereby, including a reasonable attorney's fee, or reasonable attorneys' fees, for such services as may be, or have been, performed in any one or more of the foreclosure of this Mortgage, of the collection of said indebtedness, and of the pursuit of any efforts theretofore directed to that end, including, but without limitation to, the defense of any proceedings instituted by the Mortgagor, or anyone liable for said indebtedness, or interested in the mortgaged premises, to prevent or delay, by any means, the exercise of said power of sale or the foreclosure of this mortgage; (b) to the payment of whatever sum or sums Mortgagee may have paid out or become liable to pay in accordance with the provisions of this mortgage, together with interest thereon; (c) to the payment and satisfaction of said indebtedness and interest thereon to the day of sale; in such order of application to the items of indebtedness referred to in clauses (a), (b) and (c) as the Mortgagee shall determine; and (d) the balance, if any, shall be paid over to Mortgagor, or Mortgagor's successors or assigns, unless and except to the extent otherwise then prescribed by applicable law. In any event, the purchaser under any foreclosure sale, as provided herein, shall be under no obligation to see to the proper application of the purchase money.

(16) Following an Event of Default, as defined in paragraph (30) hereof, either before or after the foreclosure sale, a receiver may be appointed by the court without notice, without regard to the solvency or insolvency of Mortgagor, the then value of the mortgaged premises or whether they are then occupied as a homestead. The receiver shall have the power to collect the rents and income from the mortgaged premises during the pendency of the foreclosure sale. The receiver shall have all other powers for the protection, possession, management and operation of the mortgaged premises which an absolute owner would have, but the net rents in the hands of the receiver shall be applied to all the indebtedness secured hereby in such order as the Mortgagee shall determine and/or to such expenses of the receivership or foreclosure suit as the court may direct.

(17) In the event of any Event of Default, as defined in paragraph (30) hereof, irrespective of whether the right to foreclose the mortgage has accrued to Mortgagee, whether the entire debt has then been accelerated or whether foreclosure proceedings have been commenced, Mortgagee may, without notice to or demand upon Mortgagor, take possession of the mortgaged premises, and with or without taking possession of the mortgaged premises, Mortgagee shall have the following rights and powers:

(i) To collect the rents and manage, lease, alter and repair the mortgaged premises, cancel or modify existing leases, obtain insurance and in general have all powers and rights customarily incident to absolute ownership; and

(ii) To pay out of the rents so collected any management and repair charges, taxes, insurance, commissions, fees and all other expenses and, after creating reasonable reserves, apply the balance (if any) on account of the indebtedness secured hereby.



Mortgagee shall incur no liability for, nor shall Mortgagor assert any claim or set-off as a result of, any action taken or omission by Mortgagee, while Mortgagee is in possession of the mortgaged premises. In the event no foreclosure proceedings are commenced, Mortgagee may remain in possession as long as there exists a default.

(18) In the event of the enactment of any law by the State of Alabama, after the date of this Mortgage, deducting from the value of the land for the purpose of taxation any lien thereon, or imposing any liability upon Mortgagee, in respect of the indebtedness secured hereby, or changing in any way the laws now in force for the taxation of mortgages, or debts secured by mortgages, or the manner of collection of any such taxes, so as to affect this Mortgage, Mortgagor shall at all times thereafter pay any such obligation imposed on Mortgagee thereby, but in the event Mortgagor fails to pay such obligation or is prohibited by law from making such payment in the opinion of counsel for Mortgagee, the whole of the indebtedness secured by this Mortgage, together with the interest due thereon, shall, at the option of Mortgagee, without notice to any party, become immediately due and payable. If Mortgagor is obligated to make such payments in accordance with the provisions of this paragraph, then the provisions of paragraph (2) hereof shall be applicable.

(19) Should Mortgagor, or its general partner, become insolvent or bankrupt; or should a receiver of Mortgagor's or any of such partner's property be appointed and not be removed within thirty (30) days thereafter; or should Mortgagor intentionally damage or attempt to remove any improvements, fixtures or personal property upon the mortgaged premises; or should it be discovered after the execution and delivery of this Mortgage that there is a defect in the title to or a lien or encumbrance of any nature on said property prior to the lien hereof, or in case of an error or defect in the above described Note or this Mortgage or in the execution or the acknowledgment thereof, or if a homestead claim be set up to said property or any part thereof adverse to this Mortgage, and if the said Mortgagor shall fail, for thirty (30) days after demand by the Mortgagee, or other holder or holders of said indebtedness, to correct such defects in the title or to remove any such lien or encumbrance or homestead claim, or to correct any error in said Note or this Mortgage or its execution; then, upon any such default, failure or contingency, the Mortgagee, or other holder or holders of said indebtedness, or any part thereof, shall have the option or right, without notice or demand, to declare all of said indebtedness then remaining unpaid immediately due and payable, and may immediately or at any time thereafter foreclose this Mortgage by the power of sale herein contained or by suit, as such Mortgagee, or other holder or holders of said indebtedness, may elect, all in accordance with the provisions of paragraph (15) hereof.

(20) It is expressly agreed that any indebtedness secured hereby may be increased, extended, rearranged or renewed, and that any part of the security herein described may be waived or released without in anywise altering, varying or diminishing the force, effect or lien of this Mortgage; and this Mortgage shall continue as a first lien on the mortgaged premises and any other rights and interests covered hereby and not expressly released until all sums with interest and charges hereby secured are fully paid; and no other security now existing or hereafter taken to secure the payment of said indebtedness or any part thereof shall in any manner be impaired or affected by the execution of this Mortgage; and no security subsequently taken by Mortgagee or other holder or holders of said indebtedness shall in any manner impair or affect the security given by this instrument; and all

security for the payment of said indebtedness or any part thereof shall be taken, considered and held as cumulative.

If the Mortgagor shall grant any lien of any nature on the property conveyed hereby junior to this Mortgage, such junior lien shall be subject to the condition that the time for the payment of the indebtedness hereby secured and the manner and amount of payment thereof, the rate of interest payable thereon, and the benefits of the security afforded hereby and by the note evidencing the indebtedness secured hereby, or any obligation contained in said note or in an instrument substituted therefor, may, without the consent of such junior lienholder, and without any obligation to give notice of any kind thereto, be changed, increased, extended, re-extended or suspended on any terms whatsoever without in any manner affecting the priority of this Mortgage as security for the payment of the indebtedness secured hereby. This provision shall not be deemed to permit Mortgagor to create further liens on the mortgaged property without the prior written consent of the holder of the note secured by this Mortgage.

(21) Mortgagor agrees for itself and any and all persons or concerns claiming by, through or under Mortgagor that if it or any one or more of them shall hold possession of the above mortgaged premises or any part thereof subsequent to foreclosure hereunder, it or the parties so holding possession shall become and be considered as tenants at will of the purchaser or purchasers at such foreclosure sale, and any tenant failing or refusing to surrender possession upon demand shall be guilty of forcible detainer and shall be liable to such purchaser or purchasers for reasonable rental of the mortgaged premises, and shall be subject to eviction and removal, forcible or otherwise, with or without process of law, and all damages which may be sustained by any such tenant as a result thereof are hereby expressly waived. Nothing herein shall be deemed to limit the applicability and enforceability of any subordination or non-disturbance and attornment agreements which may be entered into between Mortgagee and tenants.

(22) By an agreement executed contemporaneously herewith, Mortgagor has assigned the Lease and any and all other leases presently existing, or hereafter made, including without limitation, rentals payable in respect thereof, to Mortgagee as additional security for the repayment of the indebtedness secured hereby. Mortgagor agrees not to permit any lease to be made of any portion or all of the mortgaged premises, without the prior written consent of Mortgagee as to the form and content of each such lease, including, without limitation, the tenant thereunder, rental and other financial terms thereof and the term thereof, and not permit any modification, surrender, termination or concession with respect to any approved or existing lease without the prior written consent of Mortgagee. Mortgagor agrees not to collect rent under any of said leases in advance except for the then current month (except for security deposits as to which the tenant making such deposit has agreed that Mortgagee is not responsible for the return thereof), and to faithfully perform the covenants imposed on Mortgagor by the said leases, and by said assignment to Mortgagee of said leases, and agrees that any default in the performance of the obligations under any of said leases and/or said assignment of leases shall constitute a default under the provisions of this Mortgage and shall entitle Mortgagee to all remedies provided herein in the event of default hereunder. Mortgagor further covenants and agrees to keep in force throughout the term of this Mortgage a contract acceptable to Mortgagee for the maintenance of any elevators in any building on the mortgaged premises.

(23) Mortgagor shall furnish to Mortgagee within ninety (90) days after the close of each fiscal year of Mortgagor a certified audited annual statement of the operation of the mortgaged premises which shall include, without limitation to, a detailed statement of income and expenditures. Such statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall be certified and prepared by a certified public accountant acceptable to Mortgagee. Mortgagor further agrees to deliver to Mortgagee such additional financial information concerning Mortgagor and the mortgaged premises as Mortgagee may reasonably request at any time and from time to time hereafter.

(24) Mortgagor covenants and agrees to provide and maintain, during the term of the loan secured hereby, paved parking area on the mortgaged premises sufficient to comply with the provisions of all lease agreements pertaining to any part of the mortgaged property, and with all governmental requirements.

(25) Mortgagor and Mortgagee are, respectively, the "Debtor" and "Secured Party" in certain Uniform Commercial Code Financing Statements covering personal property referred to or described herein; and it is agreed that:

(a) This instrument shall also constitute a Security Agreement under the Uniform Commercial Code as in force in the State of Alabama.

(b) In order to further secure the payment of the indebtedness secured hereby and the performance of all the obligations, agreements, terms and conditions of this Mortgage and of the Note, the Guaranty and any other loan instruments, Mortgagor hereby grants to Mortgagee a security interest in all goods, inventory, equipment, furnishings, fixtures, furniture, chattels and personal property of whatever nature owned by Mortgagor now or hereafter attached or affixed to or used in and about the building or buildings now or hereafter erected or placed on the property described in this instrument, and all building materials and equipment now or hereafter delivered to said property and intended to be attached thereto or installed therein, together with all accessions and appurtenances thereto, and all renewals or replacements of or substitutions for any of the foregoing, as well as in all accounts, contract rights, chattel paper, instruments and general intangibles, whether now or hereafter existing, arising or acquired, resulting from, due to or caused by Mortgagor's ownership, lease, license or use of the mortgaged property or any portion thereof including, without limitation, all rights and remedies of Mortgagor, as partial assignee of Lessee under that certain Asset Purchase Agreement, dated as of November 29, 1984, between Interpace Corporation and Lessee, pursuant to which Mortgagor has acquired the subject mortgaged premises (all of which, together with the proceeds and products thereof, is hereinafter collectively called the "Collateral").

(c) Mortgagor represents that it is the owner of the Collateral and has good right and authority to grant a security interest in the Collateral, that there is no presently outstanding adverse lien, security interest or encumbrance in or on the Collateral or its proceeds (except for the security interest granted in connection with this Mortgage), and that there is no financing statement covering the Collateral or its proceeds on file in any public office.

(d) So long as the indebtedness secured hereby or any part thereof remains unpaid, Mortgagor covenants and agrees with the Mortgagee as follows:

(i) Mortgagor shall account fully and faithfully for and, if the Mortgagee so elects, shall promptly pay or turn over to the Mortgagee the proceeds in whatever form received from the disposition in any manner of any of the Collateral. Mortgagor shall at all times keep any proceeds from the Collateral separate and distinct from other property of Mortgagor and shall keep accurate and complete records of such proceeds.

(ii) Mortgagor shall sign and execute alone or with the Mortgagee any financing statement or other document or procure any document, and pay all connected costs, deemed advisable by the Mortgagee to protect the security interest hereunder against the rights or interests of third persons.

(iii) The Collateral will be used in the business of Mortgagor and shall remain in Mortgagor's possession or control at all times at Mortgagor's risk of loss and shall be located and maintained on the property described herein except for its temporary removal in connection with its ordinary use or unless Mortgagor notifies the Mortgagee in writing and the Mortgagee consents in writing in advance to its removal to another location.

(e) Upon the occurrence of any default or Event of Default, as defined in paragraph (30) hereof, under this instrument, under the Note, under the Guaranty or under the other loan instruments, Mortgagee may, with respect to the Collateral, exercise its rights of enforcement under the Uniform Commercial Code; and, in conjunction with, in addition to, or in substitution for those rights and remedies and all other rights and remedies provided under this instrument:

(i) Mortgagee may enter upon any premises of the Mortgagor to take possession of, assemble and collect the Collateral; and

(ii) Mortgagee may require Mortgagor to assemble the Collateral and make it available at a place the Mortgagee designates which is mutually convenient to allow the Mortgagee to take possession or dispose of the Collateral; and

(iii) Mortgagee may remedy any default in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default; and

(iv) written notice mailed to Mortgagor as provided herein five (5) days prior to the date of public sale of the Collateral or prior to the date after which private sale of the Collateral will be made shall constitute reasonable notice; and

(v) any sale of all or any part of the Collateral shall be deemed to have been conducted in a commercially reasonable manner if held



contemporaneously with, or included with, the sale of real property described herein under power of sale as provided in this Mortgage; and

(vi) in the event of a sale, whether made by Mortgagee under the terms hereof, or under judgment of a court, the Collateral and all other property constituting the mortgaged premises may, at the option of the Mortgagee, be sold as a whole or in part; and

(vii) it shall not be necessary that the Mortgagee take possession of the Collateral or any part thereof prior to the time that any sale pursuant to the provisions of this paragraph is conducted and it shall not be necessary that the Collateral or any part thereof be present at the location of such sale.

(f) The Collateral is intended to be and shall be subject to all the other provisions of this instrument, and the terms and provisions of this paragraph shall not in any way limit any rights or remedies of the Mortgagee with respect to the Collateral under other provisions of this instrument.

(26) Mortgagor covenants and agrees that so long as the indebtedness secured by this Mortgage is outstanding, there will be no junior secondary financing with respect to the mortgaged premises without Mortgagee's prior written consent. Mortgagee may in its sole and absolute discretion withhold its consent for whatever reason. This provision has been specifically negotiated between Mortgagor and Mortgagee and constitutes a material term hereof and of the indebtedness hereby secured.

(27) In the event of any change in the ownership of all or any part of the mortgaged premises or any interest therein or in any ownership interest in Mortgagor, without Mortgagee's consent, either by affirmative action, by operation of law or otherwise, except as herein permitted, or in the event any further encumbrance of the mortgaged premises is created without Mortgagee's prior written approval, Mortgagee may, at its option, declare the entire indebtedness secured hereby immediately due and payable in full. A sale or transfer of, or pledge or lien upon, any ownership interest in Mortgagor (including a partnership interest in any partnership which may be Mortgagor hereunder at any time) shall be deemed such a change in ownership or such an encumbrance of the mortgaged premises for the purpose of the provisions of this paragraph. This provision has been specifically negotiated between Mortgagor and Mortgagee and constitutes a material term hereof and of the indebtedness hereby secured.

(28) Mortgagor agrees to execute or cause to be executed and deliver or cause to be delivered to Mortgagee on reasonable notice any further security agreements, financing statements, other agreements and assurances of title deemed advisable by Mortgagee to effectuate and evidence a first lien on and a validly perfected paramount security interest in the mortgaged premises.

(29) The Mortgagor recognizes that, during the term of this Mortgage, the Mortgagee:

(a) May be involved in court or administrative proceedings, including, without limitation, foreclosure, probate bankruptcy, creditors' arrangements, insolvency, condemnation, housing authority or pollution control

proceedings of any kind, to which Mortgagee may be a party by reason of this Mortgage or the indebtedness secured hereby or in which the mortgaged premises are involved directly or indirectly; or

(b) May make preparations and take any action for the commencement of any suit for the foreclosure hereof or for the exercise of any remedies under this Mortgage or under the assignment of leases executed concurrently herewith, which may or may not be actually commenced; or

(c) May make preparations for the defense of any threatened proceeding which might affect the mortgaged premises or the priority, validity or effectiveness of the lien created or intended to be created hereby, which proceeding may or may not be actually commenced; or

(d) May enter into negotiations with Mortgagor or agents of Mortgagor in connection with the existence of or the curing of any default, the assumption of liability for any of the indebtedness represented by the Note, the transfer of the mortgaged premises in lieu of foreclosure, or the obtaining of Mortgagee's approval of actions taken or proposed to be taken by the Mortgagor or its agents which approval is required by the terms of this Mortgage or the aforesaid assignment of leases.

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All reasonable expenditures (which may be estimated as to items to be expended after sale under power of sale or after judgment) made by Mortgagee in connection with any of the foregoing for attorneys' fees and expenses, appraisers' fees and expenses, expert evidence, expenses of procuring title examinations, policies and certificates, court costs, and all other like and unlike costs which the Lender or Mortgagee deems to be reasonably or desirable, shall be paid by the Mortgagor. In addition, Mortgagor agrees to reimburse Mortgagee for any and all expenses incurred by Mortgagee in connection with the execution of this instrument, including, without limitation, attorneys' fees, survey expenses, expenses of appraisal, recording fees, any recording or similar taxes, title examination fees and title insurance premiums, promptly upon demand therefor by Mortgagee.

(30) Whenever used in this Mortgage, the words "default" or "Event of Default" shall mean any of the events defined in the following provisions (a) through (h), and shall entitle Mortgagee to all of the rights and remedies referred to in this Mortgage, including, without limitation, paragraph (15) hereof:

(a) The failure of Mortgagor to make any payment required under the Note or hereunder, to perform any term of the Guaranty or to pay or perform any term of any other indebtedness secured hereby, when due;

(b) The failure of Mortgagor to perform in a full and timely manner any of the obligations, agreements, terms or conditions of this Mortgage, the Note, the Guaranty or any of the other documents now or hereafter evidencing or securing the Note ("Loan Instruments") other than any such failure as is specified in clause (a) of this paragraph (30) within ten (10) days after notice by Mortgagee to Mortgagor that the same are due to be performed;

(c) The untruth of any representation made herein or the breach of any Mortgagor's warranties contained herein or in the Note or the Guaranty, or in the application or commitment for any indebtedness secured hereby;

(d) An uninsured loss, damage, or destruction of any part of the mortgaged premises which materially impairs any of the present or then existing uses of the mortgaged premises;

(e) The attachment of a levy or execution upon all or any part of the mortgaged premises which is not dismissed within thirty (30) days;

(f) The appointment of a trustee or conservator of all or any part of the mortgaged premises or of Mortgagor's business pertaining to the operation of the mortgaged premises which is not dismissed within thirty (30) days;

(g) The occurrence of any of the following events:

(i) An admission in writing by Mortgagor of its inability to pay its debts as they become due;

(ii) The institution by Mortgagor of bankruptcy, reorganization, insolvency or arrangement proceedings of any kind under federal bankruptcy statutes or any similar law (state or federal) now or hereafter existing;

(iii) The institution against the Mortgagor of bankruptcy, reorganization, insolvency or arrangement proceedings of any kind under federal bankruptcy statutes or any similar law (state or federal) now or hereafter existing which proceedings are not dismissed within thirty (30) days of filing;

(iv) The making of a general assignment for the benefit of creditors by the Mortgagor;

(v) The issuance of a writ or warrant of attachment or any similar process against all or a major part of the mortgaged premises which is not stayed within 60 days of issuance or the lapse of any such stay.

(h) The occurrence of any "Event of Default" under the Loan and Security Agreement, dated as of even date herewith, between Lender and Lessee, as the same hereafter may be amended.

(31) If Mortgagor shall fully pay and perform all indebtedness secured hereby, and shall reimburse Mortgagee, its successors and assigns, for any amounts it may have expended pursuant to any authorizations contained in this Mortgage, including, without limitation, sums spent in payment of taxes, assessments, insurance, other liens, and repairs, and interest thereon, and shall pay any other sums required to be paid by it under any of the provisions of this Mortgage, and shall do and perform all other acts and things herein agreed to be done, this conveyance shall be null and void; otherwise, it shall remain in full force and effect.

(32) Wherever and whenever in this Mortgage it shall be required or permitted that notice or demand be given or served by any party, such notice or demand shall be given or served, and shall not be deemed to have been given or served unless in writing and forwarded by registered or certified mail, return receipt requested, addressed as follows:

To Mortgagor: Taman Associates, Ltd.  
c/o Bethea Electrical Products, Inc.  
3098 Highway 31, South  
Pelham, Alabama  
Attn: Clyde A. Taylor, General Partner

To Mortgagee: The First National Bank of Atlanta  
Two Peachtree Street  
Atlanta, Georgia 30383  
Attn: Commercial Division

or to such other address as either party may have given to the other by notice as hereinabove provided.

(33) Singular or plural words used herein to designate the Mortgagor shall be construed to refer to the maker or makers of this Mortgage, whether one or more persons, or a corporation, or partnership, and all covenants and agreements herein contained shall bind the heirs, executors, and administrators of Mortgagor, and its successors and assigns in title, and every option, right and privilege herein reserved or secured to Mortgagee shall inure to the benefit of its successors and assigns. All references to Mortgagor contained herein shall be deemed to include all such heirs, executors and administrators of Mortgagor and its successors and assigns in title and all references to Mortgagee shall be deemed to include Mortgagee and its successors and assigns.

(34) If any term, restriction or covenant of this Mortgage is deemed illegal or unenforceable, all other terms, restrictions and covenants and the application thereof to all persons and circumstances subject hereto shall remain unaffected to the extent permitted by law; and if any application of any term, restriction or covenant to any person or circumstances is deemed illegal, the application of such term, restriction or covenant to other persons or circumstances shall remain unaffected to the extent permitted by law.

(35) This Mortgage shall be governed by and construed in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, Mortgagor has caused this instrument to be executed and sealed for and in its name by its sole General Partner as of the day and year first above written.

TAMAN ASSOCIATES, LTD.

By:

Clyde A. Taylor, III  
Clyde A. Taylor, III, General  
Partner

This instrument was  
prepared by:

Gerald T. Woods  
Hansell & Post  
56 Perimeter Center East, N.E.  
Atlanta, Georgia 30346



STATE OF GEORGIA

DEKALB COUNTY

)  
:  
)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that CLYDE A. TAYLOR, III, whose name as sole General Partner of Taman Associates, Ltd., 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 said instrument, he, as such partner, and with full authority, executed the same voluntarily for and as the act of said partnership, acting in his capacity as its general partner as aforesaid.

GIVEN under my hand and official seal this 29<sup>th</sup> day of November, 1984.

  
Notary Public

[NOTARIAL SEAL]

My Commission Expires: Notary Public, Georgia, State at Large  
My Commission Expires June 25, 1988



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# 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.

# EXHIBIT B

1. Taxes due in 1985, a lien, but not yet payable.
2. Transmission line permits in favor of Alabama Power Company, recorded in Deed Book 101, page 517 and Deed Book 170, page 263, Shelby County, Alabama records.
3. All rights of way, restrictions, reservations and obligations contained in Deed recorded in Deed Book 230, page 42 and Deed Book 244, page 637, same said records.
4. Easement in favor of Alabama Power Company recorded in Deed Book 248, page 832.
5. Right-of-Way exception for old Birmingham-Montgomery Highway.

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## RECORDING FEES

Mortgage Tax	\$ 2,047.50
Deed Tax	
Mineral Tax	
Recording Fee	52.50
Index Fee	1.00
TOTAL	\$ 2,101.00

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

1984 NOV 30 PM 4:01

*Thomas A. Shandley, Jr.*  
JUDGE OF PROBATE