FUTURE THIS ADVANCE MORTGAGE

STATE OF ALABAMA

SHELBY COUNTY

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (this "Mortgage") is made and entered into this 45 day of August, 1987 by DEWBERRY ENGRAVING COMPANY OF ALABAMA, INC., an Alabama corporation, for itself and as Trustee for the uses and purposes of The Industrial Development Board of the Town of Vincent, Alabama (the "Mortgagor"), for the benefit of FIRST COMMERCIAL BANK of Birmingham, Alabama (the "Mortgagee").

RECITALS:

The Industrial Development Board of the Town of Vincent, Alabama (the "Board") has heretofore issued its Industrial Development Revenue Bonds in the principal amount of \$1,000,000 (the "Bonds") under and pursuant to a Mortgage and Indenture of Trust dated April 1, 1971, (the "Indenture") by and between the Board and Exchange Security Bank (now First Alabama Bank of Birmingham, Alabama), as trustee (the "Trustee"). The Bonds were issued in order to finance the acquisition of real estate, capital equipment and construction of certain industrial facilities (the "Project") which have been leased by the Board to the Mortgagor pursuant to a Lease Agreement dated April 1, 1971 (the "Lease").

As security for the payment of principal of, premium (if any) and interest on the Bonds, the Board under the terms of the Indenture has granted to the Trustee a mortgage on and security interest in the Project and the industrial facility where the Project is located.

The Project is occupied and subleased by Dewberry Engraving Company, Inc., a Delaware corporation, Dewberry Computers, Inc., an Alabama corporation (Dewberry Engraving Company, Inc. and Dewberry Computers, Inc. being sometimes collectively referred to hereinafter as the "Borrowers") and National Engraving Company, a Delaware corporation. Dewberry Engraving Company, Inc. and National Engraving Company have unconditionally guaranteed the prompt payment of all payments required to be made and the performance of all other agreements required to be performed by the Mortgagor under and pursuant to the Lease.

The Borrowers have heretofore applied to the Mortgagee for loans in the aggregate principal amount of \$5,000,000 (the "Loan).

The Mortgagor has unconditionally guaranteed the prompt payment of all payments required to be made and the performance of all other agreements required to be performed by the Borrowers pursuant to the terms of those certain Guaranty Agreements of even date herewith in favor of the Mortgagee executed by the Mortgagor (the "Guaranty").

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Simultaneously herewith, (i) Dewberry Engraving Company, Inc. has executed a demand note in the principal sum of \$1,500,000 and a term note in the principal sum of \$2,000,000, a Security Agreement (Chattel Mortgage) granting to the Bank a security interest in certain equipment, a Loan Agreement and a Security Agreement granting to the Mortgagee a security interest in the accounts receivable, inventory, and other assets of Dewberry Engraving Company, Inc., and (ii) Dewberry Computers, Inc. has executed a demand note in the principal sum of \$500,000 and a term note in the principal sum of \$1,000,000, and a Security Agreement granting to the Mortgagee a security interest in the accounts receivable, inventory, and other assets of Dewberry Computers, Inc. (collectively the "Loan Documents").

As further security for the payment, performance and observance by the Borrowers of their obligations under the Loan Documents, the Mortgagor is executing and delivering this Mortgage in favor of the Mortgagee, whereby the Mortgagor will create a mortgage on and security interest in the Mortgagor's present and after-acquired interest in the Project subordinate only to the lien of the Indenture.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt whereof is hereby acknowledged, and in order (a) to induce the Mortgagee to make the Loan to the Borrowers, (b) to secure the full and complete performance of each and every obligation, covenant, duty and agreement of the Mortgagor contained in this Mortgage, and (c) to secure the prompt payment of the following obligations (herein sometimes referred to collectively as the "Secured Obligations"):

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- (i) The obligation of the Borrowers to repay the proceeds of the Loan, with the interest thereon, pursuant to the provisions of the Loan Documents and all other obligations of the Borrowers to the Mortgagee, whether now existing or hereafter incurred or arising, and whether matured or unmatured, and all interest accrued and unpaid on such sums; and
- (ii) Any and all sums becoming due and payable by the Mortgagor to the Mortgagee under the terms of this Mortgage and under the terms of the Guaranty, including, but not limited to, amounts spent for the payment of taxes, assessments and other liens and insurance, amounts spent for the payment of obligations or the exercise of options of the Mortgagor arising under the Lease and interest on all such sums; and
- (iii) All renewals and extensions of any or all of the obligations of the Mortgagor or the Borrowers described in subparagraphs (i) and (ii) above, whether or not a written agreement is executed in connection with any such renewal or extension.

ARTICLE I

GRANTING CLAUSES

The Mortgagor does hereby grant, bargain, sell, alien, convey, mortgage, remise, release, assign, transfer, hypothecate, pledge, set over and confirm to the Mortgagee, its successors and assigns, and grant a security interest in its interests in the following described properties (herein called the "Mortgaged Property"), whether the same are now owned or hereafter acquired by the Mortgagor:

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The real property and interests therein described in Exhibit A attached hereto (the "Real Property"), together with all easements, permits, licenses, rights-of-way, contracts, leases, tenements, hereditaments, appurtenances, rights, privileges and immunities pertaining or applicable to said real property and interests therein;

II

The improvements described in Exhibit B attached hereto (the "Improvements") and all other buildings, structures and improvements now or hereafter located on the Real Property;

III

All items (whether or not constituting fixtures to real property) of machinery, equipment, furniture, furnishings or other personal property located upon or utilized in connection with the Real Property or the Project including, without limitation, the items described on Exhibit C attached hereto and the items of machinery, equipment, furniture, furnishings and other personal property of every kind and description hereafter acquired by the Mortgagor as a fixed asset for use in connection with the Project or on the Real Property (the "Equipment");

IV

All awards or payments, including all interest thereon, together with the right to receive the same, that may be made to the Mortgagor with respect to the Real Property or the Project as a result of the exercise of the right of eminent domain, any damage to or destruction of the Project or the Real Property or any part thereof, or any other injury to or decrease in the value of the Project or the Real Property, and all right, title and interest of the Mortgagor in and to any policies of insurance with respect to any damage to or destruction of the Project or the Real Property;

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All revenues, rentals and receipts derived by the Mortgagor from the leasing or sale of the Real Property, the Improvements and the Equipment as they may at any time exist;

VI ·

All of the Mortgagor's leasehold estate and all other right, title and interest of the Mortgagor under and pursuant to the Lease, whether now owned or hereafter acquired, together with all the rights, privileges and options set forth therein (including but not limited to the options set forth in Article IX of the Lease); and

VII

Any and all other real or personal property of every kind and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to the Mortgagee as and for additional security hereunder by the Mortgagor or by anyone on behalf of, or with the written consent of, the Mortgagor.

TO HAVE AND TO HOLD the Mortgaged Property and every part thereof unto the Mortgagee, its successors and assigns, forever, subject to the lien of the Indenture and Permitted Encumbrances (as hereinafter defined);

PROVIDED, HOWEVER, that if the Mortgagor shall pay or cause to be paid the Secured Obligations, as defined in this Mortgage (including, without limitation, the debt referenced in the Recitals of this Mortgage, and all future advances as may be made by the Mortgagee to the Borrowers) and shall pay or cause to be paid any amounts that the Mortgagee may have expended pursuant to the authorization of this Mortgage, including, without limitation, amounts spent for the payment of taxes, assessments and other liens and insurance, amounts spent for the payment of obligations or the exercise of options of the Mortgagor arising under the Lease and interest on all such sums, and shall perform or cause to be performed all other obligations on the part of the Mortgagor contained herein and in the Guaranty, this conveyance shall be null and void; otherwise this Mortgage shall be and remain in full force and effect.

As used herein, "Permitted Encumbrances" means, as of any particular time, any of the following: (i) liens imposed by law, such as mechanics', workmen's, materialmen's, carriers' and other like liens arising in the ordinary course of business, securing obligations that are not overdue or which are being contested in good faith and by appropriate proceedings; (ii) liens for taxes, assessments and other governmental charges that are not delinquent or that are being contested in good faith and by appropriate proceedings; (iii) attachments remaining undischarged for no longer than 30 days after written

or actual notice thereof has been received by the Mortgagor or in connection with litigation which is being defended in good faith and by appropriate proceedings; (iv) liens in respect of judgments or awards relative to claims which (A) are fully covered by insurance, or (B) have been in force for less than the applicable appeal period, provided execution is not levied thereunder, and/or (C) with respect to which an appeal or proceeding for review is being prosecuted in good faith and a stay of execution has been obtained pending such appeal or review; and (v) utility, access, drainage or other easements and rights-of-way, mineral rights, covenants running with the land, zoning restrictions, environmental regulations and other restrictions and encumbrances affecting the use of real property, or minor irregularities in the title to real property, none of the foregoing of which, individually or in the aggregate, materially impair the title of the Mortgagor to any part of the Real Property or the Project or the use of the Real Property or Project for the purpose for which it was acquired or is held by the Mortgagor.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the Mortgagor. The Mortgagor hereby represents and warrants to the Mortgagee as follows:

- (a) Title. The Mortgagor is lawfully seized of good and marketable title in and to the Real Property, the Project Site, the Improvements, the Equipment and the other Mortgaged Property, subject only to the Indenture, the Lease, and Permitted Encumbrances; the Mortgagor is lawfully seized of a valid leasehold estate in the Project under the provisions of the Lease; the Mortgagor has a good right to sell, mortgage and convey, and grant a security interest in, the Mortgaged Property; and the Mortgagor will warrant and forever defend the title to the Mortgaged Property unto the Mortgagee, its successors and assigns, against the lawful claims of all persons whomsoever, except those claiming under the Indenture, the Lease, and Permitted Encumbrances.
- (b) Payment of Secured Obligations. The Mortgagor shall pay or cause to be paid all the Secured Obligations when due, whether presently existing or hereafter incurred, and shall comply with and perform or cause to be complied with or performed their obligations under this Mortgage and the Guaranty.

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- (c) Priority of Lien. The Mortgagor shall maintain, preserve and protect the priority of this Mortgage as a lien on, and a security interest in, the Mortgaged Property. The Mortgagor shall execute, acknowledge and deliver such additional instruments as the Mortgagee may deem necessary in order to preserve, protect, continue, extend or maintain the liens and security interests created hereby as liens on and security interests in the Mortgaged Property, subject only to the Indenture, the Lease, and Permitted Encumbrances. All costs and expenses incurred in connection with the maintenance, protection, preservation, continuation or extension of the liens and security interests hereby created shall be paid by the Mortgagor.
- The Mortgagor will take out and Required Insurance. (d) continuously maintain in effect or cause to be taken out and thereafter continuously maintained in effect the insurance required by Section 4.3 of the Lease to be maintained with respect to the Mortgaged Property, whether or not the Lease shall then be in effect, and any such other or additional insurance as the Mortgagee may require from time to time. Any insurance policies evidencing the insurance required by Section 4.3 of the Lease shall name the Mortgagee as an additional insured as its interest shall appear. The Mortgagor shall deposit with the Mortgagee a certificate or certificates of its insurers attesting the fact that the insurance required to be carried by Section 4.3 of the Lease, and this section is in force and effect. Prior to the expiration or cancellation of any such policy, the Mortgagor will furnish to the Mortgagee evidence reasonably satisfactory to the Mortgagee that such policy has been renewed or replaced by another policy.
- Compliance with Provisions of the Lease. The Mortgagor (e) covenants, represents and warrants to the Mortgagee that, so long as the Lease is in effect, it will comply with all the obligations required on its part to be performed thereunder. In the event that the Mortgagor fails or refuses to perform any of its obligations or exercise any of its options as set forth in Article IX under the Lease, the Mortgagee may, but shall not be obligated to, perform any and all of such obligations and exercise any such options of the Mortgagor under the Lease, including, but not limited to, the payment of any or all sums due from the Mortgagor thereunder. Any costs or expenses incurred by the Mortgagee in performing the obligations or exercising the options of the Mortgagor under the Lease shall constitute part of the Secured Obligations and shall be secured hereby.

(f) Access to Mortgaged Property. The Mortgagor shall upon application by the Mortgagee give the Mortgagee access to and permit it to inspect and examine the Mortgaged Property and records pertaining thereto.

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- At the written election of the IDB Lease Payments. (g) Mortgagee, the Mortgagor shall deliver on cause to be delivered to the Mortgagee, on or before the thirteenth (13th) day of each month through and including February 13, 1991 (and such additional time as may be permitted under the Lease), all rental payments and other monetary amounts as may be due and owing on the twentieth day of each month under the Lease between The Industrial Development Board for the Town of Vincent, Alabama and the Mortgagor. The Bank shall transmit timely such payments received by it to First Alabama Bank, as trustee, or to such other entity as may hereafter be the appropriate recipient of such payments in accordance with Section 3.2 of the Lease. Absent such an election by the Mortgagee, the Mortgagor shall make all payments arising under the Lease in strict compliance with the Lease.
- (h) Maintenance of Property. The Mortgagor shall keep any buildings now or hereafter erected on the Mortgaged Property in good repair and shall not commit or permit waste of the Mortgaged Property, or remove any fixtures.
- (i) Taxes. Mortgagor shall pay promptly all taxes, assessments, liens, and other charges which are now or may become effective against the Mortgaged Property before the same become delinquent, together with all penalties, costs, and other expenses incurred, or which may accrue, in connection therewith.
- (j) <u>Litigation Participation</u>. The Mortgagor shall maintain possession of the Mortgaged Property, subordinate to the rights of the Mortgagee, and in the event of litigation arising over title to, or possession of the Mortgaged Property, the Mortgagee may prosecute or defend said litigation.
- (k) <u>Alienation</u>. The Mortgagor shall not sell, lease, sublease or otherwise transfer or dispose of the Mortgaged Property without the prior written consent of the Mortgagee.
- (1) Independent Obligation. This Mortgage is independent of the obligations of the Borrowers, and the Mortgagee may exercise its rights under this Mortgage whether or not action is brought against the Borrowers, or either of them, and the Mortgagor waives the benefit of any statute of limitations or other defenses affecting this Mortgage or the enforcement thereof.

ARTICLE III

EVENTS OF DEFAULT AND REMEDIES OF THE MORTGAGEE

Section 3.1 <u>Events of Default Defined</u>. Any of the following shall be "Events of Default" under this Mortgage, and the term "Event of Default" shall mean, whenever it is used in this Mortgage, any one or more of the following conditions or events:

- (a) default shall be made by either of the Borrowers in the due observance and performance of any covenant, condition or agreement of the Borrowers to be observed or performed pursuant to the notes, loan agreements or other Loan Documents of even date herewith.
- (b) failure by the Mortgagor to pay as and when due any installments of principal, interest or other amounts payable under the Guaranty;
- (c) any disposition of the Mortgaged Property by sale, partial sale, refinancing, exchange, transfer, sale under foreclosure or otherwise, other than in the ordinary course of business, without first obtaining permission of the Mortgagee;
- (d) an "Event of Default" (as defined in the Indenture) shall have occurred and be continuing;
- failure by the Mortgagor to perform or observe any agreement or covenant on its part contained in this Mortgage [other than (e) 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 30 days after written notice to the Mortgagor specifying, in reasonable detail, the nature of such failure and requiring such Mortgagor to perform or observe the agreement or covenant with respect to which it is delinquent shall have been given to the Mortgagor by the Mortgagee, unless (i) the Mortgagee shall agree in writing to any extension of such period prior to its expiration, or (ii) during such 30 day period or any extension thereof, the Mortgagor has commenced and is diligently pursuing appropriate corrective action, or (iii) the Mortgagor is by reason of force majeure (as hereinafter defined) at the time prevented from performing or observing the agreement or covenant with respect to which it is delinquent;
 - (f) any warranty, representation or other statement by or on behalf of the Mortgagor in this Mortgage being untrue or misleading in any material respect at the time made;
 - (g) the dissolution or liquidation of the Mortgagor or either of the Borrowers;

- institution by the Mortgagor or either Borrower of proceedings (h) to be adjudicated a bankrupt or insolvent, or consent by the Mortgagor or either Borrower to the filing of a bankruptcy or insolvency proceeding against it, or the filing by the Mortgagor or either Borrower of a petition or answer or consent seeking relief under Title 11 of the United State Code, as now constituted or as amended, or any other applicable federal or state bankruptcy or other similar law, or consent by the Mortgagor or either Borrower to the institution of proceedings thereunder or to the filing of any such petition, or consent by the Mortgagor or either Borrower to the appointment of, or the taking of possession of any of its property by, a receiver, liquidator, trustee, custodian or assignee in bankruptcy or insolvency of the Mortgagor or either Borrower or for all or a major part of its property, or an assignment by the Mortgagor or either Borrower for the benefit of its creditors, or a written admission by the Mortgagor or either Borrower of its inability to pay its debts generally as they become due, or the taking of any corporate action by the Mortgagor or either Borrower in furtherance of any of the foregoing events or actions; or
- the entry of a decree or order by a court of competent (i) jurisdiction for relief in respect of the Mortgagor or either Borrower or adjudging the Mortgagor or either Borrower to be bankrupt or insolvent or approving as properly filed a petition seeking reorganization of the Mortgagor or either Borrower or the arrangement, adjustment or composition of its obligations under Title 11 of the United States Code, as now constituted or as amended, or any other applicable federal or state bankruptcy or other similar law, which decree or order shall have continued undischarged or unstayed for a period of 60 days; or the entry of a decree or order of a court of competent jurisdiction for the appointment of a receiver, liquidator, trustee, custodian or assignee in bankruptcy, or insolvency of the Mortgagor or either Borrower or for all or a major part of its property, or for the winding up or liquidation of its affairs, which decree or order shall have remained in force undischarged or unstayed for a period of 60 days.

The term "force majeure" as used herein means acts of God or the public enemy, strikes, lockouts, work slowdowns or stoppages or other labor disputes, insurrections, riots or other civil disturbances, order of the government of the United States of America or of any state of the United States of America or of any of the departments, agencies, political subdivisions or officials of the United States of America or of any state thereof, or orders of any other civil or military authority, or partial or entire failure of public utilities, or any other condition or event beyond the reasonable control of the Mortgagor.

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Section 3.2 <u>Remedies on Default</u>. Upon the occurrence and continuation of any Event of Default, the Mortgagee shall have the following rights and remedies:

- (a) Acceleration. The Mortgagee may, by notice to the Mortgagor, effective upon dispatch, declare all of the Secured Obligations, including, without limitation, the obligations of the Mortgagor under the Guaranty to be forthwith due and payable, whereupon all such obligations shall become and be forthwith due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Mortgagor, and the Mortgagee may immediately enforce payment of its rights and remedies under this Mortgage and the Guaranty.
- (b) Possession and Operation of Mortgaged Property. The Mortgagee may peaceably take possession of the Mortgaged Property or any part thereof and collect the rent, income and profits therefrom, either with or without the appointment of a receiver, and use, operate, manage and control said property. The Mortgagee shall be entitled, as a matter of right, without notice to any other person and without regard to the adequacy of the security or the insolvency of the Mortgagor, to the appointment of a receiver.
 - Foreclosure Sale. The Mortgagee shall have the right to enter upon and take possession of the Mortgaged Property and after, or without, taking such possession of the same, sell the Mortgaged Property as an entirety or in parcels, as the Mortgagee may deem best, at public outcry at the main door of the courthouse of Shelby County, Alabama, to the highest bidder for cash, either in person or by auctioneer, after first giving 21 days' notice of the time, place and terms of such sale by publication once a week for three successive weeks in some newspaper published in the said county, and, upon payment of the purchase money the Mortgagee or any person conducting said sale for the Mortgagee is authorized and empowered, to execute to the purchaser at the said sale a deed, bill of sale or other appropriate instrument to the property so purchased in the name and on behalf of the 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, or 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 said property if the highest bidder therefor. The Mortgagee may conduct any number of sales from time to time, and the shall granted hereby sale of power

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be exhausted by any one or more of such sales as to any part of the Mortgaged Property remaining unsold, but shall have the right to continue until all of the Mortgaged Property shall have been sold or all of the indebedness secured hereby paid.

Personal Property and Fixtures. In addition to the foregoing powers, the Mortgagee shall have and may exercise with resepct to any or all personal property and fixtures constituting a part of the Mortgaged Property, all rights, remedies and powers of a secured party under the Alabama Uniform Commercial Code (and other applicable similar statutes) with reference to the Mortgaged Property or any other items in which a security interest has been granted herein, including, without limitation, the right and power to sell at public or private sale or sales or otherwise dispose of, lease or utilize the Mortgaged Property and any part or parts thereof in any manner, to the fullest extent authorized or permitted under the Alabama Uniform Commercial Code after the occurrence of an Event of Default hereunder. Mortgagee shall have, among other rights, the right to take possession of the Mortgaged Property and to enter upon any premises where the same may be situated for the purpose of repossessing the same without being guilty of trespass and without liability for damages occasioned thereby and the right to take any action deemed appropriate or desirable by the Mortgagee, at its option and in its sole discretion, to repair, restore or otherwise prepare the Mortgaged Property for sale or lease or other use or disposition. To the extent permitted by law, the Mortgagor expressly waives any right or remedy of the Mortgagor with respect to, and the formalities prescribed by law relative to, the sale or disposition of the Mortgaged Property, or the exercise of any other right or disposition of the Mortgaged Property, or the exercise of any other right or remedy of the Mortgagee existing after the occurrence of an Event of Default. The Mortgagor agrees that, in the event notice is given to the Mortgagor in accordance with the provisions hereof at least 15 days before the time of sale or other disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement for the giving of notice. The Mortgagor hereby grants the Mortgagee the right, at its option after the occurrence of an Event of Default, to transfer at any time to itself or its nominee the Mortgaged Property or any part thereof and to receive the same and to hold the same as part of the Mortgaged Property or to apply it on the Secured Obligations in such order and manner as the Mortgagee may elect.

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(e) Conveyance After Sale. The Mortgagor hereby authorizes and empowers the Mortgagee or the auctioneer at any foreclosure sale conducted hereunder, for and in the name of the Mortgagor to execute and deliver to the purchaser or purchasers of any of the Mortgaged Property sold at foreclosure, good and sufficient deeds of conveyance or bills of sale thereof.

Section 3.3 Prerequisites to Sales. In the case of any sale of any part of the Mortgaged Property as authorized herein, all prerequisites to the sale shall be presumed to have been performed, and in any conveyance given hereunder, all statements of facts, or other recitals therein made, as to the nonpayment of any of the Secured Obligations or as to the advertisement of sale, or the time, place and manner of sale or as to any other fact or thing, shall be taken in all courts or law or equity as prima facie evidence that the fact so stated or recited is true. The exercise by the Mortgagee of any option given under the terms of this Mortgage shall not be considered as a waiver of the right to exercise any other option given herein, and the filing of a suit to foreclose the lien and security interest granted by this Mortgage, either on any matured portion of the Secured Obligations or for the whole of the Secured Obligations, shall not be considered an election so as to preclude foreclosure under power of sale after a dismissal of the suit; nor shall the publication of notices for foreclosure preclude the prosecution of a later suit thereon. No failure or delay on the part of the Mortgagee in exercising any right, power or remedy under this Mortgage shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder or thereunder. The remedies provided in this Mortgage and in the Guaranty are cumulative and not exclusive of any remedies provided by law.

Section 3.4 <u>Application of Moneys Received from Enforcement of Rights.</u>
All payments then held or thereafter received by the Mortgagee as proceeds of the Mortgaged Property, as well as any and all amounts realized by the Mortgagee in connection with the enforcement of any right or remedy under or with respect to this Mortgage or the Guaranty, shall be applied by the Mortgagee as follows:

- (i) to reimburse the Mortgagee for the payment of all costs and expenses of any kind then or thereafter at any time reasonably incurred by the Mortgagee in exercising its rights under this Mortgage and under the Guaranty, or otherwise reasonably incurred by the Mortgagee in collecting or enforcing payment of the Secured Obligations;
- (ii) any balance remaining after payment in full of all amounts referred to in the foregoing subparagraph (i) shall be applied by the Mortgagee to the payment of the outstanding principal, interest, and all other amounts payable to Mortgagee under the Loan Documents or the Guaranty;

(iii) any balance remaining after payment in full of all amounts referred to in the foregoing subparagraphs (i) and (ii) and shall be applied by the Mortgagee to the payment of any other Secured Obligations; and

(iv) any balance remaining after payment in full of all amounts referred to in the foregoing subparagraphs (i), (ii) and (iii) shall be paid by the Mortgagee to the Mortgagor or to whomever may then be legally entitled thereto.

Section 3.5 Application of Condemnation and Insurance Awards. If an Event of Default hereunder shall have occurred and be continuing, all awards or payments, including all interest thereon, with respect to the Mortgaged Property as a result of (i) the exercise of the power of eminent domain, (ii) any damage to or destruction of any part of the Mortgaged Property or (iii) any other injury to or decrease in value of the Mortgaged Property, shall, subject to the requirements of the Indenture, be paid to the Mortgagee. All such awards and payments shall, subject to the requirements of the Indenture, be first applied to the payment of all costs and expenses (including attorneys' fees) reasonably incurred by the Mortgagee in obtaining said sums, and then applied, at the option of the Mortgagee, to the balance of the Secured Obligations in any order and whether or not then due, or applied to the restoration of the Mortgaged Property.

Section 3.6 No Waivers. No failure of the Mortgagee to exercise any option herein given to declare the maturity of the Secured Obligations 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 the Mortgagor. No delay or omission by the Mortgagee to exercise any available right, power or remedy hereunder shall impair or be construed as a waiver thereof or an acquiescence in the circumstances giving rise thereto; every right, power or remedy given herein to the Mortgagee may be exercised from time to time and as often as deemed expedient.

Section 3.7 Waiver of Stay and Redemption Laws. The Mortgagor waives, to the fullest extent permitted by law, the benefit of all laws now existing or hereafter enacted providing for any extension of time for the enforcement of the collection of the Secured Obligations or any creation or extension of a period of redemption from any sale made in collecting the Secured Obligations (commonly known as stay laws and redemption laws).

ARTICLE IV

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Section 4.1 <u>Possession and Use of the Project</u>. Subject to the provisions of the Lease and this Mortgage, the Mortgagor shall, freely and without hindrance on the part of the Mortgagee, be entitled to possess, use and enjoy

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the Project, 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 the Mortgagor therefrom in the ordinary course of its operations, and otherwise to use and operate all the Project and to exercise any and all rights and privileges pertaining thereto.

Section 4.2 <u>Amendments</u>. No amendment, modification, termination or waiver of any of the provisions of this Mortgage or the Guaranty, nor consent to any departure by the Mortgagor therefrom, shall be effective unless the same shall be in writing and signed by a representative of the Mortgagee, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on the Mortgagor in any case shall entitle the Mortgagor to any other or further notice or demand in similar or other circumstances.

Section 4.3 Release or Extension by Mortgagee. The Mortgagee, without notice, may release any part of the Mortgaged Property or any person liable for the Secured Obligations without in any way affecting the rights of the Mortgagee hereunder as to any part of the Mortgaged Property not expressly released and may agree with any party with an interest in the Mortgaged Property to extend the time for payment of all or any part of the Secured Obligations or to waive the prompt and full performance of any item, condition or covenant of this Mortgage, the Loan Documents, or the Guaranty.

Section 4.4 Advances by Mortgagee. If the Mortgagor shall fail to comply with the provisions of the Lease, or this Mortgage with respect to the securing of insurance, the payment of taxes, assessments or other charges, the maintenance of the Mortgaged Property, or any other term, purchase option, lease extension or covenant contained in the Lease or this Mortgage, the Mortgagee may, but shall not be required to, make advances to perform or exercise the same, and where necessary, enter the Mortgaged Property for the purpose of performing any such term or covenant. The Mortgagor agrees to repay all sums advanced upon demand, with interest from the date such advances are made, at a rate of interest equal to the lesser of the prime rate of Mortgagee adjusted daily plus an additional three percent, or the highest rate of interest allowable by law, and all sums so advanced, with interest, shall be secured hereby.

Section 4.5 Partial Payments. Acceptance by the Mortgagee of any payments of less than the amount due on the Secured Obligations shall be deemed acceptance on account only, and the failure of the Mortgagor to pay the entire amount then due shall be and continue to constitute an Event of Default, and at anytime thereafter and until the entire amount due on the Secured Obligations has been paid, the Mortgagee shall be entitled to exercise all rights conferred on it by the terms of this Mortgage in case of the occurrence of an Event of Default.

Section 4.6 Mortgage to Constitue Security Agreement. This Mortgage shall constitute a security agreement under the Alabama Uniform Commercial Code to the extent that such Code is applicable to the creation of a security interest in the Mortgaged Property or any part thereof.

Section 4.7 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:

If to the Mortgagor: (a)

> Dewberry Engraving Company of Alabama, Inc. P. O. Box 2311 Birmingham, Alabama 35201

If to the Mortgagee: (b)

> First Commercial Bank P. O. Box 11746 Birmingham, AL 35202-1746

Either of the above-mentioned parties may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any 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.

Section 4.8 Binding Effect. This Mortgage shall inure to the benefit of, and shall be binding upon, the Mortgagor and the Mortgagee and their respective successors and assigns.

Section 4.9 Severability. In the event any provision of this Mortgage shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. All rights or remedies of the Mortgagee hereunder are cumulative and not alternative, and are in addition to those provided by law, including, without limitation, those with respect to personal property provided by the Alabama Uniform Commercial Code.

Section 4.10 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.

Section 4.11 Governing Law. This Mortgage shall in all respects be governed by and construed in accordance with the laws of the State of Alabama.

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IN WITNESS WHEREOF, the Mortgagor and the Mortgagee have caused this Mortgage and Security Agreement to be 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.

	ATTEST: Sail U. Theuder Its: Attance	DEWBERRY ENGRAVING COMPANY OF ALABAMA, INC., an Alabama corporation By: Ralph Durberry Its: Prosident FIRST COMMERCIAL BANK By: January Company Of Alabama corporation
	[SEAL]	Its:
BOOK 143 PAGE 926	hereby certify that 2 : Ralpha DEWBERRY ENGRAVING signed to the foregoing Morto me, acknowledged before contents thereof, he, as susame voluntarily for and as Given under my hand a 1987.	dotary Public in and for said County, in said State, the Deberry, whose name as President of COMPANY OF ALABAMA, INC., a corporation, is rtgage and Security Agreement, and who is known ore me on this day, that, being informed of the ach officer and with full authority, executed the the act of said corporation. and official seal, this the day of August Notary Public My Commission Expires: 8.14-89
	STATE OF ALABAMA JEFFERSON COUNTY I, the undersigned, a hereby certify) Notary Public in and for said County, in said State that <u>F. Clark Jones</u> , whose nam

as Vice President of FIRST COMMERCIAL BANK, a corporation, is signed to the foregoing Mortgage and Security Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 4 day of August Otary Public Loggins 1987.

Notary Public

8.14.89 My Commission Expires:_

THIS INSTRUMENT PREPARED BY: W. Clark Watson, Esq., Leitman, Siegal, Payne & Campbell, P.C., 425 First Alabama Bank Building, Birmingham, Alabama 35203

EXHIBIT "A"

Legal Description

Lot 1, according to the survey of Dewberry Subdivision, as recorded in Map Book 9, page 11, in the Probate Office of Shelby County, Alabama. Also described as follows:

Parcel I:

Part of Lot 1, according to the survey of Dewberry Subdivision, as recorded in Map Book 9 page 11, in the Probate Office of Shelby County, Alabama more particularly described as follows:

A parcel of land located in the Northwest quarter of the Southeast quarter of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Being at the Southwest corner of said 1/4-1/4 section; thence in a Northerly direction along the westerly line of said 1/4-1/4 section, a distance of 653.70 feet; thence 119 degrees, 08' right in a southeasterly direction, a distance of 218.25 feet; thence 11 degrees, 19' left in a southeasterly direction, a distance of 101.98 feet; thence 101 degrees, 19' right in a southwesterly direction, a distance of 591.00 feet to the point of beginning.

Parcel II:

Part of Lot 1, according to the survey of Dewberry Subdivision, as recorded in Map Book 9, page 11, in the Probate Office of Shelby County, Alabama more particularly described as follows:

Begin at the SW corner of the NW 1/4 of the SE 1/4 of Section 36, Township 18 South, Range 2 West, and run in a Northeasterly direction along a line which is perpendicular to the Southwesterly line of U. S. Highway No. 280 to a point on the Southwesterly line of said U. S. Highway No. 280; a distance of 1021.0 feet; thence 90 degrees, 00' to the right in a Southeasterly direction along the Southwesterly line of U. S. Highway 280 a distance of 323.10 feet to a point; thence 7 degrees, 07' 30" to the right in a Southeasterly direction along the Southwesterly line of U. S. Highway No. 280 a distance of 201.56 feet to a point; thence 7 degrees, 07' 30" to the left in a Southeasterly direction along the Southwesterly line of U. S. Highway No. 280 a distance of 12.90 feet to a point; thence 90 degrees, 00' to the right in a Southwesterly direction a distance of 1496.00 feet to a point; thence 90 degrees, 00' to the right in a Northwesterly direction a distance of 258.09 feet to a point; thence 60 degrees, 53' to the right in a Northern direction along Section line a distance of 572.20 feet to point of beginning.

EXHIBIT "B"

IMPROVEMENTS

- 1. Two story masonry building of approximately 154,000 square feet
- 2. One story concrete pump house
- 3. Three one story frame houses

EXHIBIT "C"

DEWBERRY ENGRAVING CO. - EQUIPMENT LIST - 7/17/1987

ITEM # ITEM DESCRIPTION

SERIAL NO.

BEAUTYGRAVING PRESS ROOM

1	DAVIDSON 5	00 -	LITHO	PRESS	5D92122
1		00 -	LITHO	PRESS	5D92640
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     GIBSON SLITTER-SCORER
                                            JR22-90
     GIBSON SLITTER-SCORER
                                            JR22-98
                                            JR22-112
     GIBSON SLITTER-SCORER
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DEWBERRY ENGRAVING CO. - EQUIPMENT LIST - 7/17/1987

POLAR 115 34" AUTO PAPER CUTTER POLAR 84 40" AUTO PAPER CUTTER 69/3633 68/0918

	INTERTYPE MODEL LEAD CASTING	Mach Mach Mach	F4-1561 RE-20094 50034LD C4-32160 C4-20989
	FRIDEN POSTAL SYSTEM		H80275
	NUARC 36x48 PLATE BURNER W.A. BROWN PLATE BURNER		167J72-8 878
COMPUT	ER AND TYPESETTING SYSTEM		
	HONEYWELL LEVEL 6 MODEL 50 MINICOMPUTER WITH 45 TERMINALS	;	BRG-008-09657
PAGE 932	CONTROL DATA - 300 MB DISK DE CONTROL DATA - 300 MB DISK DE CONTROL DATA - 300 MB DISK DE	RIVE	42197 47004 42198
PAGE	COMPUGRAPHIC 8600 - DIGITAL TYPESETTER		136
143	COMPUGRAPHIC 8600 - DIGITAL TYPESETTER		183
	KODAK MODEL 65 FILM PROCESSO	R	K65002291
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TELEPHONE SYSTEM ITT MODEL 3100 PHONE SYSTEM WITH 76 TELEPHONES

ENVELOPE MANUFACTURING DEPT.

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SMITHE WIDE-RANGE ENVELOPE CONVERTER	201
SMITHE WIDE-RANGE ENVELOPE CONVERTER	404
SMITHE WIDE-RANGE ENVELOPE CONVERTER	443
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HALM BANDER MODEL HACB	124
HALM BANDER MODEL HACB	126
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HALM BANDER MODEL HACB	172
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BOOK 143 PAGE 933

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CRONITE 15" AUTO SHEET FEEDER	SBC-2C-22-3658
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CRONTTE 22" AUTO SHEET FEEDER	SBC-2C-22-3701
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HEIDLEBERG 13x18 FOIL/EMBOSSER	G.T. 54-815-E
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HEIDLEBERG 10x15 FOIL/EMBOSSER	T. 100-300 E
THEREOG 10x15 FOIL/EMBOSSER	T. 101-347-E
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HEIDLEBERG 10x15 FOIL/EMBOSSER	T. 127-387-E
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143 PAGE 934

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VIRKOTYPE N-12 THERMOGRAPHY MACHINE	66121642 6821754 6881799 6921841 7142072 7142073 7242169
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BAUMFOLDER 17x22 FOLDER	FR 1247022
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GIBSON CARD SLITTER	JR-22173
GIBSON CARD SLITTER	JR-22R174

ENGRAVING PRESS ROOM

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     GIBSON SCORING MACHINE
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TOTAL

STATE OF ALA SHELBY CO.

INSTRUMENTAL FILES 1937 AUG -4 PM 2: 08

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