

1 -
☐ (Check box if applicable) That this mortgage is a construction mortgage which secures an obligation incurred for the acquisition costs of the mortgaged property and/or the construction of an improvement on such property. Mortgagors will comply with the terms of any construction loan agreement made with Mortgagee with regard to such improvements.

REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

STC24922-7/86

Mortgagors (last name first):

Allied Products Company

Highway 150

P. O. Box 36130

Mailing Address

Birmingham, Alabama 35236

City

State

Zip

THE STATE OF ALABAMA

Shelby County

Mortgagee:

SouthTrust Bank of Alabama,
National Association

420 North 20th Street

Post Office Box 2554

Mailing Address

Birmingham, Alabama

35290

City

State

Zip

This instrument was prepared by:
John E. Hagefstration, Jr.
Bradley, Arant, Rose & White

1400 Park Place Tower

Birmingham, Alabama 35203

KNOW ALL MEN BY THESE PRESENTS: That whereas

Allied Products Company, an Alabama corporation

has become justly indebted to SouthTrust Bank of Alabama, National Association
with offices in Birmingham, Alabama, (together with its successors and assigns,
hereinafter called "Mortgagee") in the sum of Five Million Five Hundred Thousand and No/100
Dollars (\$5,500,000.00)
together with interest thereon, as evidenced by a promissory note or notes of even date herewith, and

WHEREAS, as additional security for said indebtedness, Mortgagee has requested
that Allied Products Company grant it a second mortgage lien on the property described
herein.

NOW, THEREFORE, in consideration of the premises and in order to secure the payment of said indebtedness and
any renewals or extensions thereof and the interest thereon, and all other indebtedness (including future advances) now or
hereafter owed by any of the above-named to Mortgagee, whether such indebtedness is primary or secondary, direct or
indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not, and to secure
compliance with all the covenants and stipulations hereinafter contained, the undersigned

Allied Products Company, an Alabama corporation

(whether one or more, hereinafter called
"Mortgagors") do hereby assign, grant, bargain, sell and convey unto Mortgagee the following described real property
situated in Shelby County, State of Alabama, viz:

The land described on the attached Exhibit "B,"
and hereby incorporated by reference.

THIS IS A SECOND MORTGAGE, SUBJECT TO A FIRST MORTGAGE IN FAVOR OF USX CREDIT
CORPORATION GIVEN AS SECURITY FOR INDEBTEDNESS UP TO THE PRINCIPAL SUM OF
FIVE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$5,500,000.00)

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together with all rents and other revenues thereof and all rights, privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in anywise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric, solar and other heating, lighting, ventilating, air-conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, smoke, fire, and intrusion detection devices, and other equipment and fixtures now or hereafter attached or appertaining to said premises, all of which shall be deemed to be real property and conveyed by this mortgage, and all of which real property, equipment and fixtures are sometimes hereinafter called the "mortgaged property."

TO HAVE AND TO HOLD the same and every part thereof unto Mortgagee, its successors and assigns forever.

And for the consideration aforesaid, and as additional security for all of the indebtedness described above (including future advances), Mortgagors hereby assign and transfer to Mortgagee, and grant to Mortgagee a security interest in, all building materials, household appliances, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by Mortgagors, or any of them, located, whether permanently or temporarily, on the mortgaged property, and all building materials, household appliances, equipment, fixtures and fittings now owned or hereafter acquired by Mortgagors, or any of them, located or stored on any other real property, which are or shall be purchased by Mortgagors, or any of them, for the purpose, or with the intention, of making improvements on the mortgaged property or to the premises located on said property. The personal property herein transferred includes, without limitation, all lumber, bricks, building stones, building blocks, sand, cement, roofing materials, paint, doors, windows, storm doors, storm windows, nails, wires and wiring, hardware, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, and in general all building materials, equipment and appliances of every kind and character used or useful in connection with improvements to real property.

For the purpose of further securing the payment of said indebtedness Mortgagors warrant, covenant and agree with Mortgagee, its successors and assigns, as follows:

1. That they are lawfully seized in fee and possessed of the mortgaged property and have a good right to convey the same as aforesaid, and they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that the mortgaged property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.

2. That they will pay when due all taxes, assessments, or other liens or mortgages taking priority over this mortgage, and should default be made in the payment of the same, or any part thereof, or should Mortgagors default in the performance of any covenant under this mortgage (whether or not Mortgagors have defaulted in the payment of such taxes, assessments, liens, or mortgages), Mortgagee may pay the same (but Mortgagee is not obligated to do so). If the mortgaged property or any part thereof is a unit in a condominium or a planned unit development, Mortgagors shall perform all of Mortgagors' obligations under the declaration or covenants creating or covering the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. Should Mortgagors default in any of such obligations, Mortgagee may perform Mortgagors' obligations (but Mortgagee is not obligated to do so).

3. That they will keep the buildings and other improvements, on the mortgaged property continuously insured in such amounts, in such manner and with such companies as may be satisfactory to Mortgagee against loss by fire (including so-called extended coverage), wind and such other hazards (including flood and water damage) as Mortgagee may specify from time to time, with loss, if any, payable to Mortgagee under a standard mortgagee's clause providing at least 10 days notice to Mortgagee of cancellation of such insurance, and will deposit with Mortgagee policies of such insurance or, at Mortgagee's election, certificates thereof, and will pay the premiums therefor as the same become due. Mortgagors shall have the right to provide such insurance through a policy or policies independently obtained and paid for by Mortgagors or through an existing policy. Mortgagee may, for reasonable cause, refuse to accept any policy of insurance obtained by Mortgagors. Mortgagors shall give immediate notice in writing to Mortgagee of any loss or damage to the mortgaged property from any cause whatever. If Mortgagors fail to keep said property insured as above specified, Mortgagee may insure said property (but Mortgagee is not obligated to do so) for its insurable value against loss by fire, wind and other hazards for the benefit of Mortgagors and Mortgagee or for the benefit of Mortgagee alone, at Mortgagee's election. The proceeds of such insurance shall be paid by the insurer to Mortgagee, which is hereby granted full power to settle and compromise claims under all policies, to endorse in the name of Mortgagors any check or draft representing the proceeds of any such insurance, and to demand, receive and give receipt for all sums becoming due thereunder. Said insurance proceeds, if collected, may be credited on the indebtedness secured by this mortgage, less costs of collection, or may be used in repairing or reconstructing the improvements on the mortgaged property, at Mortgagee's election. No crediting of insurance proceeds to the secured indebtedness and no application of the insurance proceeds to repairing or reconstructing improvements on the mortgaged property shall, extend or postpone the due date of any installment payments of the indebtedness hereby secured or reduce the amount of such installments.

4. That commencing upon written request by Mortgagee and continuing until the indebtedness secured hereby is paid in full, Mortgagors will pay to Mortgagee concurrently with, and on the due dates of, payments on the indebtedness hereby secured a sum equal to the ground rents, if any, next due on the mortgaged property, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus water rents, fire district charges, taxes and assessments next due on the mortgaged property (all as estimated by Mortgagee), less any sums already paid to Mortgagee therefor, divided by the number of months or other payment periods to elapse before one month or payment period prior to the date when such ground rents, premiums, water rents, fire district charges, taxes and assessments will become due, such sums to be held by Mortgagee in trust, to pay said ground rents, premiums, water rents, fire district charges, taxes and assessments. All payments mentioned in the preceding sentence and the payments to be made on the indebtedness secured hereby shall be added together and the aggregate amount thereof shall be paid by Mortgagors each month or other payment period in a single payment to be applied by Mortgagee to the following items in the order set forth: (a) ground rents, taxes, water rents, fire district charges, assessments, fire and other hazard insurance premiums; (b) interest on the indebtedness secured hereby; and (c) the balance, if any, shall be applied toward the payment of the principal sum of the indebtedness hereby secured. Any deficiency in the amount of such aggregate monthly or other periodic payments shall constitute a default under this mortgage. Any excess funds accumulated under this paragraph after payment of the items herein mentioned shall be credited in calculating the monthly or other periodic payments of the same nature required hereunder in the subsequent year; but if the actual amount of any such item shall exceed the estimate therefor, Mortgagors shall without demand forthwith make good the deficiency. Failure by Mortgagors to do so before the due date of such item shall be a default hereunder. If the mortgaged property is sold under foreclosure or is otherwise acquired by Mortgagee after default, any remaining balance of the accumulations under this paragraph shall be credited to the principal of the secured indebtedness as of the date of the foreclosure sale or as of the date the property is otherwise acquired.

5. That they will take good care of the mortgaged property and the personal property described above and will not commit or permit any waste thereon or thereof, and that they will keep the same repaired and at all times will maintain the same in as good condition as it now is, reasonable wear and tear alone excepted. If Mortgagors fail to make repairs to the mortgaged property, Mortgagee may make such repairs at Mortgagor's expense (but Mortgagee is not obligated to do so). Mortgagee, its agents and employees, may enter the mortgaged property and any improvements thereon at any reasonable time for the purpose of inspecting or repairing such improvements.

6. That all amounts expended by Mortgagee for insurance or for the payments of taxes or assessments or to discharge liens or mortgages, on the mortgaged property or other obligations of Mortgagors or to make repairs to the mortgaged property or any improvements thereon shall become a debt due Mortgagee, shall be payable at once without demand upon or notice to any person, shall bear interest at the rate of interest payable on the principal sum of the note described above, or if no such rate of interest is specified in the note or if the rate specified would be unlawful, at the rate of 8% per annum from the date of payment by Mortgagee, and such debt and the interest thereon shall be secured by this mortgage. Upon failure of Mortgagors to reimburse Mortgagee for all amounts so expended, at the election of Mortgagee and with or without notice to any person, Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and may foreclose this mortgage as hereinafter provided or as provided by law.

7. That no delay or failure of Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present defaults on the part of Mortgagors, and that the procurement of insurance or payment of taxes or other liens or assessments or obligations by Mortgagee shall not be taken or deemed as a waiver of the right to accelerate the maturity of the indebtedness hereby secured by reason of the failure of Mortgagors to procure such insurance or to pay such taxes, liens, assessments or obligations, it being agreed by Mortgagors that no terms or conditions contained in this mortgage can be waived, altered or changed except by writing signed by Mortgagee.

8. That those Mortgagors who are obligated to pay the indebtedness hereby secured will well and truly pay and discharge such indebtedness as it shall become due and payable, including the note or notes described above, any renewals or extensions thereof, and any other notes or obligations of such Mortgagors to Mortgagee, whether now or hereafter incurred.

9. That if default shall be made in the payment of any of the indebtedness hereby secured, or in the performance of any of the terms or conditions of this mortgage, Mortgagee may proceed to collect the rent, income and profits from the mortgaged property, either with or without the appointment of a receiver (to which appointment Mortgagors hereby consent), and Mortgagee may notify the lessees or other payors thereof to make payment directly to Mortgagee. Any rents, income and profits collected by Mortgagee prior to foreclosure of this mortgage, less the costs of collecting the same, including any real estate or property management commissions and attorney's fees incurred, shall be credited first to advances made by Mortgagee and the interest thereon, then to interest due on the indebtedness hereby secured, and the remainder, if any, shall be applied toward the payment of the principal sum of the indebtedness hereby secured.

10. That (a) if possession of the mortgaged property is allowed to remain in any other person or entity to the exclusion of Mortgagors for a period of one year or more, or (b) if all or any part of the mortgaged property or any interest therein is sold, assigned, transferred or conveyed by Mortgagors, or any of them, without Mortgagee's prior written consent, excluding only (i) the creation of a lien or encumbrance expressly subordinate to this mortgage, (ii) the creation of a purchase money security interest for household appliances, (iii) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (iv) the grant of any leasehold interest of one year or less (including all mandatory or optional renewal periods) not containing an option to purchase, (c) if any Mortgagor is a corporation, and any owner of 5% or more of the voting stock of such corporation sells or otherwise transfers 5% or more of the voting stock of such corporation to any other person or entity, (d) if any Mortgagor is a general partnership, and any partner thereof dies or withdraws from the partnership, or the partnership is dissolved, or (e) if any Mortgagor is a limited partnership, and any general partner thereof dies, withdraws, or is replaced by the limited partners, then in any such event Mortgagee may, at Mortgagee's option, declare all indebtedness secured by this mortgage to be due and payable immediately with or without notice to Mortgagors. Mortgagee may condition its consent to any such transfer of possession of, or an interest in, the mortgaged property upon the transferee's agreeing to pay a greater rate of interest on all or any part of the indebtedness secured by this mortgage or to adjust the payment schedule of all or any part of the indebtedness secured by this mortgage, upon Mortgagee's approval of the creditworthiness of the transferee, and upon the transferee's payment to Mortgagee of a reasonable transfer or assumption fee. Upon breach by Mortgagors, or any of them, of the covenants herein contained, Mortgagee may, at its election, proceed to foreclose this mortgage as hereinafter provided or as provided by law.

11. That all the covenants and agreements of Mortgagors herein contained shall extend to and bind their respective heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to Mortgagee shall inure to the benefit of the successors and assigns of Mortgagee. The provisions of this mortgage and the note or notes secured hereby are severable, and that the invalidity or unenforceability of any provision of this mortgage or of any such note or notes shall not affect the validity and enforceability of the other provisions of this mortgage or of such note or notes. The remedies provided to Mortgagee herein are cumulative with the rights and remedies of Mortgagee at law and in equity, and such rights and remedies may be exercised concurrently or consecutively. Time is of the essence with respect to every covenant contained in this mortgage. A carbon or photostatic copy of this mortgage may be filed as a financing statement in any public office.

UPON CONDITION, HOWEVER, that if Mortgagors shall well and truly pay and discharge all the indebtedness hereby secured (including extensions and renewals of the original indebtedness and all future advances) as the same shall become due and payable and shall in all things do and perform all acts and agreements by them herein agreed to be done according to the tenor and effect thereof, then and in that event only this conveyance and the security interest herein granted shall be and become null and void; but should default be made in the payment of any indebtedness hereby secured or any renewals or extensions thereof or any part thereof or should any interest thereon remain unpaid at maturity, or should default be made in the repayment of any sum expended by Mortgagee under the authority of any provision of this mortgage, or should the interest of Mortgagee in the mortgaged property or any of the personal property described above become endangered by reason of the enforcement of any lien or encumbrance thereon, or should a petition to condemn any part of the mortgaged property be filed by any authority, person or entity having power of eminent domain, or should any law, either state or federal, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the indebtedness hereby secured or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage or by virtue of which any tax or assessment upon the mortgaged property shall be charged against the owner of this mortgage, or should at any time any of the covenants contained in this mortgage or in any note or other evidence of indebtedness secured hereby be declared invalid or unenforceable by any court of competent jurisdiction, or should Mortgagors fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any portion or part thereof which may at said date not have been paid, with interest thereon, shall at once become due and payable and this mortgage subject to foreclosure at the option of Mortgagee, notice of the exercise of such option being hereby expressly waived by Mortgagors, and Mortgagee shall have the right to enter upon and take possession of the mortgaged property and after or without taking such possession to sell the same before the Court House door of the County (or the division thereof) where said property, or any substantial part of said property, is located, at public outcry for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in said County; and upon the payment of the purchase price, Mortgagee or the auctioneer at said sale is authorized to execute to the purchaser for and in the name of Mortgagors a good and sufficient deed to the property sold. And upon the occurrence of any such event, Mortgagee shall have the rights and remedies of a secured party after default by its debtor under the Alabama Uniform Commercial Code, including, without limitation, the right to take possession of any of the property herein transferred which is personal property and to sell the same at one or more public or private sales, at the election of Mortgagee. At Mortgagee's request, Mortgagors agree to assemble such property and to make the same available to Mortgagee at such place as Mortgagee shall reasonably designate. Mortgagors agree that notice of the time and place of any public sale or of the time after which any private sale or other intended disposition of said property, or of any part thereof, will be held shall be sufficient if delivered to Mortgagors or mailed to Mortgagors at the address set forth above or such other address as Mortgagors shall have furnished to Mortgagee in writing for that purpose, not less than five days before the date of such sale or other intended disposition of said property. Mortgagee shall apply the proceeds of said sale or sales under this mortgage as follows: First, to the expenses of advertising, selling and conveying, including a reasonable attorneys' fee (including attorneys' fees incurred by Mortgagee in connection with any proceeding seeking to enjoin the foreclosure of this mortgage or otherwise challenging the right of Mortgagee to foreclose this mortgage); second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes, assessments, and other liens and mortgages, and in making repairs, with interest thereon; third, to the payment of the indebtedness hereby secured and interest thereon in such order as Mortgagee may elect, whether such debts shall or shall not have fully matured at the date of said sale; and fourth, the balance, if any, to be paid over to Mortgagors or to whomsoever then appears of record to be the owner of Mortgagors' interest in said property. Mortgagee may bid and become the purchaser of the mortgaged property at any foreclosure sale hereunder. Mortgagors hereby waive any requirement that the mortgaged property be sold in separate tracts and agree that Mortgagee may, at its option, sell said property en masse regardless of the number of parcels hereby conveyed.

IN WITNESS WHEREOF, each of the undersigned

has hereunto set his or her signature and seal or has caused this instrument to be executed by its officer(s) thereunto duly authorized, this

29th day of June, 1988.

ATTEST:

Its

SECRETARY

(Corporate Seal)

ALLIED PRODUCTS COMPANY

By

Its

CHAIRMAN OF THE BOARD

I hereby certify that the amount of indebtedness presently incurred is \$

Authorized Signer for Mortgagee

THE STATE OF ALABAMA,

INDIVIDUAL ACKNOWLEDGMENT

_____ COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____

whose name _____ signed to the foregoing conveyance and who _____ known to me, acknowledged before me on this day
that, being informed of the contents of the conveyance, _____ executed the same voluntarily on the day the same bears date.

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

(Notarial Seal)

Notary Public

THE STATE OF ALABAMA,

INDIVIDUAL ACKNOWLEDGMENT

_____ COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____

whose name _____ signed to the foregoing conveyance and who _____ known to me, acknowledged before me on this day
that, being informed of the contents of the conveyance, _____ executed the same voluntarily on the day the same bears date.

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

(Notarial Seal)

Notary Public

THE STATE OF ALABAMA,

CORPORATE ACKNOWLEDGMENT

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____

M. A. RIKARD

whose name as CH. OF THE BOARD President

of the Allied Products Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, _____ 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 _____ day of June, 1988.

(Notarial Seal)

[Signature]
Notary Public
MY COMMISSION EXPIRES NOVEMBER 13, 1990

PLEASE RETURN
TO

REAL ESTATE
MORTGAGE
AND SECURITY
AGREEMENT

STATE OF ALABAMA,

_____ COUNTY.

Office of the Judge of Probate.

hereby certify that the within mortgage was

in this office for record on the _____

of _____, 19____

_____ o'clock _____ M., and duly record in

_____ of Mortgages, at page

_____ and examined.

Judge of Probate.

ADDENDUM TO
MORTGAGE AND SECURITY AGREEMENT
BETWEEN
ALLIED PRODUCTS COMPANY ("MORTGAGOR")
AND
SOUTHTRUST BANK OF ALABAMA,
NATIONAL ASSOCIATION ("MORTGAGEE")
DATED JUNE 29, 1988

Environmental Protection: (a) The Mortgagor represents and covenants that (i) the Mortgagor has not caused or suffered to occur and the Mortgagor will not hereafter cause or suffer to occur, a discharge, spillage, uncontrolled loss, seepage or filtration of oil or petroleum or chemical liquids or solids, liquid or gaseous products or hazardous waste (a "spill"), or hazardous substance as those terms are used in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may be amended from time to time (collectively the "Act"), at, upon, under or within the Premises or any contiguous real estate which has been included in the property description of the Premises within the preceding three years; (ii) neither the Mortgagor nor any other party has been, is or will be involved in operations at or near the Premises which could lead to the imposition on the Mortgagor or any other owner of the Premises of liability or the creation of a lien on the Premises under the Act or under any similar applicable laws or regulations; and (iii) the Mortgagor has not permitted and will not permit any tenant or occupant of the Premises to engage in any activity that could lead to the imposition of liability on such tenant or occupant, the Mortgagor or any other owner of any of the Premises, or the creation of a lien on the Premises under the Act or any similar applicable laws or regulations;

(b) The Mortgagor shall comply strictly and in all respects with the requirements of the Act and related regulations and with all similar state and local applicable laws and regulations and shall notify the Mortgagee promptly in the event of any spill or hazardous substance upon the Premises, and shall promptly forward to the Mortgagee copies of all orders, notices, permits, applications or other communications and reports in connection with any such spill or any other matters relating to the Act or related regulations or any similar applicable laws or regulations, as they may affect the Premises.

(c) The Mortgagor, promptly upon the written request of the Mortgagee from time to time, shall provide the Mortgagee with an environmental site assessment or environmental audit report, or an update of such an assessment or report, all in scope, form and content satisfactory to the Mortgagee.

(d) The Mortgagor shall indemnify the Mortgagee and hold the Mortgagee harmless from and against all loss, liability, damage and expense, including attorneys' fees, suffered or incurred by the Mortgagee, whether as holder of this Mortgage, as mortgagee in possession or as successor in interest to the Mortgagor as owner of the Premises by virtue of foreclosure or acceptance of a deed in lieu of foreclosure (i) under or on account of the Act or related regulations or any similar applicable laws or regulations, including the assertion of any lien thereunder; (ii) with respect to any spill or hazardous substance affecting the Premises whether or not the same originates or emanates from the Premises or any such contiguous real estate, including any loss of value of the Premises as a result of a spill or hazardous substance; and (iii) with respect to any other matter affecting the Premises within the jurisdiction of EPA or the equivalent agency or department of the State of Alabama.

(e) In the event of any spill or hazardous substance affecting the Premises, whether or not the same originates or emanates from the Premises or any such contiguous real estate, and/or if the Mortgagor shall fail to comply with any of the requirements of the Act or related regulations or any other environmental law or regulation, the Mortgagee may at its election, but without the obligation so to do, give such notices and/or cause such work to be performed at the Premises and/or take any and all other actions as the Mortgagee shall deem necessary or advisable in order to remedy said spill or hazardous substance or cure said failure of compliance and any amounts paid as a result thereof, together with interest thereon at the Default Interest Rate (as specified in the Note) from the date of payment by the Mortgagee, shall be immediately due and payable by the Mortgagor to the Mortgagee and until paid shall be added to and become a part of the Indebtedness and shall have the benefit of the lien hereby created as a part thereof.

IN WITNESS WHEREOF, this Addendum to the Mortgage and Security Agreement has been duly executed as of the day and year first above written.

ALLIED PRODUCTS COMPANY
An Alabama Corporation

By: M. A. Rikala
Its: Chairman of the Board

ATTEST:

W. H. Stephenson
Its: Secretary

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EXHIBIT "B"
(Page 1 of 4 Pages)

PARCEL I: (Montevallo Plant)

(A) The N 1/2 of the NW 1/4 of the NW 1/4, and the NE 1/4 of the NW 1/4, and the S 1/2 of the NW 1/4, and the N 1/2 of the NE 1/4, all in Section 8, Township 24 North, Range 13 East.

(B) The SW 1/4, and part of the S 1/2 of the NW 1/4 described as:

Begin at the Southwest corner of the NW 1/4, Section 5, Township 24 North, Range 13 East, thence run East along the South line of the NW 1/4, a distance of 2760.00 feet to the Southeast corner of the NW 1/4; thence turn an angle of 91 degrees 08 minutes 23 seconds to the left and run North along the East line of the NW 1/4 a distance of 817.57 feet; thence turn an angle of 93 degrees 13 minutes 46 seconds to the left and run a distance of 210.00 feet; thence turn an angle of 93 degrees 13 minutes 46 seconds to the right and run a distance of 210.00 feet to the South right of way line of Alabama State Highway No. 25; thence turn an angle of 93 degrees 13 minutes 46 seconds to the left and run along said right of way line a distance of 2528.83 feet to the West line of Section 5; thence turn an angle of 85 degrees 01 minutes 29 seconds to the left and run South along the West line of Section 5 a distance of 818.74 feet to the point of beginning and the NW 1/4 of the SW 1/4 of the SE 1/4 and the West 4.50 acres of the SW 1/4 of the SW 1/4 of the SE 1/4, all in Section 5, Township 24 North, Range 13 East.

(C) The S 1/2 of the SE 1/4 of the SE 1/4, and the NE 1/4 of the SE 1/4, and part of the SE 1/4 of the NE 1/4 described as:

Begin at the Southeast corner of the SE 1/4 of the NE 1/4, thence run North along the East line of Section 6, a distance of 818.74 feet to the South right of way line of Alabama State Highway No. 25; thence turn an angle of 94 degrees 58 minutes 31 seconds to the left and run along said Highway right of way a distance of 518.97 feet; thence turn an angle of 90 degrees 43 minutes 25 seconds to the left and run a distance of 20.00 feet; thence turn an angle of 90 degrees 43 minutes 25 seconds to the right and run a distance of 45.00 feet; thence turn an angle of 90 degrees 45 minutes 26 seconds to the left and run a distance of 476.46 feet; thence turn an angle of 90 degrees 18 minutes 01 seconds to the right and run a distance of 798.21 feet to the West line of the SE 1/4 of the NE 1/4; thence turn an angle of 84 degrees 54 minutes 04 seconds to the left and run a distance of 229.36 feet to the Southwest corner of the SE 1/4 of the NE 1/4; thence turn an angle of 90 degrees 56 minutes 34 seconds to the left and run East along the South line a distance of 1305.76 feet to the point of beginning, all situated in Section 6, Township 24 North, Range 13 East.

(D) ALSO: A strip of land extending 20 feet on either side of the hereinafter described line:

Commencing at the Northeast corner of Section 6, Township 24 North, Range 13 East, being marked by a 2 inch iron pipe; thence South 3 degrees 03 minutes West along the East boundary of Section 6, a distance of 356.98 feet to a point in the center line of the Southern Railway, known as station 7122+31.33 according to the Southern Railway System's survey maps; thence Southeasterly along center line of said railway along a 1 degree curve to the right a distance of 41.33 feet to a point on center line of said railway, known as station 7121+90 according to said Southern Railway System's survey map; thence Southeasterly along a 15 degree curve to the right a distance of 254.0 feet to the point of intersection with the South right of way line of the Southern Railway Company's main line track which is the point of beginning of the line herein described; thence continue Southeasterly and Southwesterly along said 15 degree curve to the right, a distance of 380.38 feet; thence South, 12 degrees 09 minutes West, a distance of 346.42 feet; thence Southeasterly along a 10 degree curve to the left, a distance of 158.67 feet; thence South, 3 degrees 43 minutes East a distance of 382.67 feet to the point of intersection with the North right of way line of Alabama Highway No. 25 to the point of ending.

- (E) **DESCRIPTION OF LEASE PROPERTY:** That portion of the North half of the South East quarter of the South East quarter of Section 6, Township 24 North, Range 13 East, lying East of a straight line extending from a point on the South line of the said North half 600 feet West of the South East corner of the said North half, to a point on the North line of the said North half 300 feet West of the North East corner of the said North half.

PARCEL III: (Alabaster Lime Plant)

- (A) Begin at the Southeast corner of the SW 1/4 of the SE 1/4, Section 35, Township 20 South, Range 3 West, thence run North along the East line of said 1/4-1/4 section a distance of 252.26 feet; thence turn an angle of 91 degrees 12 minutes 07 seconds to the right and run a distance of 192.20 feet; thence turn an angle of 91 degrees 12 minutes 07 seconds to the left and run a distance of 216.68 feet; thence turn an angle of 107 degrees 52 minutes 06 seconds to the right and run a distance of 234.19 feet to the West right of way line of the North bound L. & N. Railroad tract; thence turn an angle of 99 degrees 44 minutes 38 seconds to the left and run a distance of 2257.22 feet to the North line of the NE 1/4 of the SE 1/4; thence turn an angle of 96 degrees 48 minutes 20 seconds to the left and run a distance of 47.71 feet to the East right of way line of the South bound L. & N. Railroad tract; thence turn an angle of 69 degrees 04 minutes 54 seconds to the left and run along said right of way line a distance of 2831.29 feet to the South line of the SW 1/4 of the SE 1/4; thence turn an angle of 111 degrees 02 minutes 07 seconds to the left and run East along the South line of said 1/4-1/4 section a distance of 385.40 feet to the point of beginning. Situated in the NE 1/4 of the SE 1/4 of the S 1/2 of the SE 1/4, Section 35, Township 20 South, Range 3 West.
- (B) The East 300.00 feet of the NE 1/4 of the SW 1/4; all of the NW 1/4 of the SE 1/4; and a part of the NE 1/4 of the SE 1/4 and a part of the SE 1/4 of the NE 1/4 described as follows: Begin at the Southwest corner of the NE 1/4 of the SE 1/4 of Section 35, Township 20 South, Range 3 West, thence run East along the South line of said 1/4-1/4 section a distance of 43.57 feet to the West right of way line of the South bound tract of the L. & N. Railroad; thence turn an angle of 69 degrees 01 minutes 23 seconds to the left and run along said right of way line a distance of 1415.22 feet to the North line of the NE 1/4 of the SE 1/4; thence turn an angle of 110 degrees 55 minutes 06 seconds to the left and run West along the North line of said 1/4-1/4 Section a distance of 347.47 feet; thence turn an angle of 27 degrees 58 minutes 15 seconds to the right and run a distance of 248.84 feet; thence turn an angle of 31 degrees 31 minutes 46 seconds to the right and run a distance of 30.58 feet to the West line of the SE 1/4 of the NE 1/4; thence turn an angle of 150 degrees 49 minutes 09 seconds to the left and run South along the West line of the SE 1/4 of the NE 1/4 and the NE 1/4 of the SE 1/4 a distance of 1465.36 feet to the point of beginning.

LESS AND EXCEPT a tract described as:

A part of the NE 1/4 of the SE 1/4 of Section 35, Township 20 South, Range 3 West, Shelby County, Alabama, described as follows: Commence at the Northwest corner of said 1/4-1/4 section and run East along the North boundary line a distance of 579.50 feet to a point on the Northwesterly right of way line of North bound L. & N. Railroad 100 foot wide right of way for a point of beginning; thence turn an angle to the right of 110 degrees 51 minutes and run South 17 degrees 45 minutes West (Magnetic) along said Northwesterly right of way line a distance of 520.97 feet to the point of intersection with the Northeasterly boundary line of Alabama Power Company's 100 foot wide right of way; thence turn an angle to the right of 134 degrees 22 minutes and run Northwesterly along the Northeasterly boundary line of said Alabama Power Company's right of way a distance of 300.00 feet; thence turn an angle to the right of 102 degrees 29 minutes and run Easterly a distance of 214.45 feet; thence turn an angle of 56 degrees 51 minutes and run Northeasterly and parallel with the Northwesterly boundary line of said railroad right of way a distance of 180.50 feet to a point on the North boundary line of the Northeast 1/4 of Southeast 1/4; thence turn an angle of 69 degrees 09 minutes and run East a distance of 37.45 feet to the point of beginning.

- (C) Begin at the Northeast corner of the SE 1/4 of the SW 1/4, Section 35, Township 20 South, Range 3 West, thence run West along the North line of said 1/4-1/4 section a distance of 495.00 feet to the center line of Buck Creek; thence turn an angle of 152 degrees 45 minutes to the left and run along said creek a distance of 210.00 feet; thence turn an angle of 33 degrees 15 minutes to the right and run along said creek a distance of 190.00 feet; thence turn an angle of 38 degrees 10 minutes to the right and run along said creek a distance of 348.00 feet; thence turn an angle of 27 degrees 31 minutes 33 seconds to the left and run along said creek a distance of 228.25 feet; thence turn an angle of 47 degrees 20 minutes 41 seconds to the left and run along said creek a distance of 155.00 feet; thence turn an angle of 36 degrees 30 minutes to the right and run along said creek a distance of 147.00 feet to a point on the West line of the SW 1/4 of the SE 1/4; thence turn an angle of 07 degrees 52 minutes 36 seconds to the left and run along said creek a distance of 392.78 feet to a point on the South line of the SW 1/4 of the SE 1/4; thence turn an angle of 52 degrees 28 minutes 39 seconds to the left and run East along the South line of said 1/4-1/4 section a distance of 598.23 feet to the West right of way line of the South bound L. & N. Railroad tract; thence turn an angle of 68 degrees 57 minutes 53 seconds to the left and run along said Railroad right of way a distance of 1416.30 feet to the North line of the SE 1/4 of the SE 1/4; thence turn an angle of 110 degrees 58 minutes 37 seconds to the left and run West along the North line of the S 1/2 of the SE 1/4 a distance of 1366.07 feet to the point of beginning.

LESS AND EXCEPT a tract described as:

Commence at the Southeast corner of the SW 1/4 of the SE 1/4, Section 35, Township 20 South, Range 3 West, thence run West along the South line of said 1/4-1/4 section a distance of 507.80 feet; thence turn an angle of 91 degrees 30 minutes to the right and run a distance of 18.94 feet to the point of beginning; thence continue in the same direction a distance of 89.65 feet; thence turn an angle of 2 degrees 04 minutes 07 seconds to the left and run a distance of 218.36 feet; thence turn an angle of 89 degrees 25 minutes 53 seconds to the left and run a distance of 385.74 feet; thence turn an angle of 174 degrees 27 minutes to the left and run a distance of 203.37 feet; thence turn an angle of 18 degrees 07 minutes to the left and run a distance of 114.61 feet; thence turn an angle of 89 degrees 49 minutes to the left and run a distance of 148.70 feet; thence turn an angle of 3 degrees 09 minutes to the right and run a distance of 286.40 feet to the point of beginning. Situated in the said SW 1/4 of the SE 1/4.

PARCEL IV: (O'Neal Property)

- (A) The NE 1/4 and the NE 1/4 of the SE 1/4; and all of that part of the S 1/2 of the W 1/2 of the NW 1/4, lying East of Highway No. 31; and all that part of the N 1/2 of the S 1/2 of the NW 1/4, lying East of the right of way of U. S. Highway No. 31. Also, parts of the W 1/2 of the SE 1/4, and the SE 1/4 of the SE 1/4 more particularly described as: Begin at the Southeast corner of Section 28, Township 21 South, Range 2 West, thence run West along the South line of said Section 28 a distance of 1331.85 feet; thence turn an angle of 75 degrees 12 minutes 15 seconds to the right and run a distance of 1642.06 feet; thence turn an angle of 78 degrees 12 minutes to the left and run a distance of 343.04 feet; thence turn an angle of 47 degrees 54 minutes to the right and run a distance of 107.53 feet; thence turn an angle of 44 degrees 33 minutes to the left and run a distance of 564.83 feet to the West line of the NW 1/4 of the SE 1/4; thence turn an angle of 88 degrees 07 minutes 45 seconds to the right and run North along the West line of said 1/4-1/4 Section a distance of 980.86 feet to the Northwest corner; thence turn an angle of 91 degrees 55 minutes 30 seconds to the right and run along the North line of said 1/4-1/4 Section a distance of 1344.00 feet to the Northeast corner of said 1/4-1/4 Section; thence turn an angle of 88 degrees 02 minutes 03 seconds to the right and run South along the East line of the NW 1/4 of the SE 1/4 a distance of 1310.51 feet to the Southeast corner of said 1/4-1/4 Section; thence turn an angle of 88 degrees 14 minutes 18 seconds to the left and run East along the North line of the SE 1/4 of the SE 1/4 a distance of 1344.77 feet to the Northeast corner of said 1/4-1/4 Section; thence turn an angle of 88 degrees 11 minutes 52 seconds to the right and run South along the East line of Section 28 a distance of 1305.75 feet to the point of beginning. Situated in Section 28, Township 21 South, Range 2 West.

(B) ALSO, part of the NE 1/4 of the NE 1/4, Section 33, Township 21 South, Range 2 West described as follows: Begin at the Northeast corner of Section 33, Township 21 South, Range 2 West and run South along the East line of said Section a distance of 1347.75 feet to the Southeast corner of the NE 1/4 of the NE 1/4; thence turn an angle of 91 degrees 31 minutes to the right and run West along the South line of said 1/4-1/4 Section a distance of 1054.81 feet; thence turn an angle of 76 degrees 14 minutes 20 seconds to the right and run a distance of 1024.40 feet; thence turn an angle of 2 degrees 38 minutes 03 seconds to the right and run a distance of 357.48 feet to the North line of Section 33, said point being 13.70 feet East of the Northwest corner of said 1/4-1/4 Section; thence turn an angle of 101 degrees 02 minutes 38 seconds to the right and run East along the North line of Section 33, a distance of 1331.85 feet to the point of beginning. Situated in the NE 1/4 of the NE 1/4, Section 33, Township 21 South, Range 2 West, Shelby County, Alabama.

(C) ALSO: A strip of land 100 feet in width extending in a Northeasterly direction across North 1/2 of Section 33, Township 21 South, Range 2 West from Easterly line of right of way of L. & N. Railroad in the NW 1/4 of the NW 1/4 of said Section to Westerly line of Parcel described above in the NE 1/4 of NE 1/4 of said Section, being 50 feet on each side of center line thereof located as follows:

Commence at the Northeast corner of the NW 1/4 of the NE 1/4, Section 33, Township 21 South, Range 2 West, thence run South along the East line of said 1/4-1/4 Section a distance of 316.87 feet; thence turn an angle of 101 degrees, 38 minutes to the left and run a distance of 65.94 feet to the point of beginning; thence turn an angle of 180 degrees, 00 minutes 00 seconds to the right and run a distance of 65.94 feet; thence turn an angle of 1 degree, 17 minutes 40 seconds to the right and run a distance of 1366.38 feet to a point on the West line of the NW 1/4 of the NE 1/4, being 596.93 feet South of the Northwest corner of said 1/4-1/4 Section; thence turn an angle of 04 degrees 24 minutes 20 seconds to the right and run a distance of 1083.59 feet to a point on the East right of way line of U. S. Highway No. 31; thence turn an angle of 16 degrees 58 minutes to the left and run a distance of 100.48 feet to the West line of said Highway; thence turn an angle of 3 degrees 27 minutes 00 seconds to the right and run a distance of 1069.57 feet; thence turn an angle of 0 degrees 14 minutes to the left and run a distance of 342.21 feet to a point on the East right of way line of the L. & N. Railroad, and the point of ending. Situated in the N 1/2 of Section 33, Township 21 South, Range 2 West, Shelby County, Alabama.

(D) ALSO: Commence at the Northeast corner of the NW 1/4 of the NE 1/4, Section 33, Township 21 South, Range 2 West, thence run South along the East line of said 1/4-1/4 Section a distance of 316.87 feet; thence turn an angle of 79 degrees 39 minutes 40 seconds to the right and run a distance of 1366.38 feet to a point on the West line of the NW 1/4 of the NE 1/4, being 596.93 feet South of the NW corner of said 1/4-1/4 Section; thence turn an angle of 04 degrees 24 minutes 20 seconds to the right and run a distance of 1083.59 feet to a point on the East right of way line of U. S. Highway No. 31; thence turn an angle of 16 degrees 58 minutes to the left and run a distance of 100.48 feet to a point on the West line of said Highway; thence turn an angle of 3 degrees 27 minutes 00 seconds to the right and run a distance of 1069.57 feet; thence turn an angle of 00 degrees 14 minutes to the left and run a distance of 342.21 feet to a point on the East right of way line of the L. & N. Railroad; thence turn an angle of 95 degrees 24 minutes to the left and run along said right of way a distance of 50.22 feet to the point of beginning; thence turn an angle of 84 degrees 36 minutes to the left and run a distance of 332.04 feet; thence turn an angle of 95 degrees 36 minutes to the right and run a distance of 197.82 feet; thence turn an angle of 91 degrees 50 minutes to the right and run a distance of 110.69 feet; thence turn an angle of 87 degrees 19 minutes to the left and run a distance of 478.10 feet; thence turn an angle of 42 degrees 33 minutes to the left and run a distance of 105.68 feet; thence turn an angle of 24 degrees 29 minutes to the left and run a distance of 184.54 feet; thence turn an angle of 57 degrees 53 minutes to the right and run a distance of 753.03 feet; thence turn an angle of 108 degrees 08 minutes to the right and run a distance of 357.20 feet to a point on the East right of way of the L. & N. Railroad; thence run Northwesterly along the East right of way line of the L. & N. Railroad to the point of beginning. Situated in the N 1/2 of the NW 1/4 and the NW 1/4 of the SW 1/4, Section 33, Township 21 South, Range 2 West, Shelby County, Alabama.

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Jud 1.00
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