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MORTGAGE AND SECURITY AGREEMENT

between

**THE INDUSTRIAL DEVELOPMENT BOARD
OF THE TOWN OF VINCENT**

and

AMSOUTH BANK, NATIONAL ASSOCIATION

Dated as of March 1, 1991

Executed in 10 counterparts, of
which this is counterpart # 1

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THIS DOCUMENT WAS PREPARED BY:

**P. Nicholas Greenwood
Bradley, Arant, Rose & White
1400 Park Place Tower
Birmingham, Alabama 35203**

m:bo A

STATE OF ALABAMA)

SHELBY COUNTY)

This **MORTGAGE AND SECURITY AGREEMENT** (herein called "the Mortgage") made and entered into as of March 1, 1991, between **THE INDUSTRIAL DEVELOPMENT BOARD OF THE TOWN OF VINCENT**, a public corporation under the laws of the State of Alabama (herein called "the Mortgagor"), and **AMSOUTH BANK, NATIONAL ASSOCIATION**, a national banking association, in its capacity as trustee under the Trust Indenture hereinafter referred to (herein called "the Trustee").

RECITALS:

The Mortgagor has heretofore entered into a Trust Indenture dated as of July 1, 1990 (herein called the "1990 Indenture") with the Trustee, under which the Mortgagor has issued its Variable Rate Demand Industrial Revenue Refunding Bonds (Headquarters Partnership Project) Series 1990 (herein called the "Series 1990 Bonds"), in the aggregate principal amount of \$7,130,000. The proceeds of the Series 1990 Bonds were used to refund the Mortgagor's First Mortgage Industrial Revenue Bonds (Headquarters Partnership Project) dated May 25, 1982 (herein called the "Series 1982 Bonds"). The proceeds of the Series 1982 Bonds were applied to permanently finance the acquisition of certain real property (herein called the "1982 Project Site"), the construction on the 1982 Project Site of an office and warehouse facility (herein called the "1982 Building") and the acquisition and installation in and about the 1982 Building of certain items of machinery, equipment and other personal property (herein called the "1982 Equipment"), all for lease to Headquarters Partnership, an Alabama general partnership (herein called the "Partnership"), for sublease to and use and occupancy by EBSCO Industries, Inc., a Delaware corporation. At the time of the execution and delivery of the 1990 Indenture, the Mortgagor entered into a Lease Agreement dated as of July 1, 1990 (herein called the "1990 Lease"), whereby the Mortgagor leased the 1982 Project Site, the 1982 Building and the 1982 Equipment to the Partnership at and for a rental sufficient to pay the principal of and the interest (and premium, if any) on the Series 1990 Bonds as said principal, interest and premium, respectively, become due.

Simultaneously with the execution of this Mortgage, the Mortgagor and the Trustee will enter into a First Supplemental Indenture dated as of March 1, 1991 (herein called the "First Supplemental Indenture", and the 1990 Indenture, as supplemented by the First Supplemental Indenture, being herein called the "Indenture"), pursuant to which the Board will issue under the Indenture its Taxable Industrial Revenue Bonds (Headquarters Partnership Project) Series 1991 (herein called the "Series 1991 Bonds") for the purpose of

acquiring certain additional real property (herein called the "Additional Project Site", and the 1982 Project Site and the Additional Project Site being herein together called the "Project Site"), constructing certain additional buildings and other improvements to the Building (herein called the "1991 Additions", and the 1982 Building and the 1991 Additions being herein together called the "Building") and acquiring certain additional furniture, equipment and other personal property (herein called the "1991 Equipment", the 1982 Equipment and the 1991 Equipment being herein together called the "Equipment" and the Project Site, the Building and the Equipment being herein together called the "Project") to the facilities forming a part of the Project.

Also simultaneously with the execution and delivery of this Mortgage, the Mortgagor and the Partnership will enter into a First Supplemental Lease Agreement dated as of March 1, 1991 (herein called the "First Supplemental Lease Agreement", and the 1990 Lease, as supplemented by the First Supplemental Lease Agreement, being herein called the "Lease"), pursuant to which the Mortgagor will lease the Additional Project Site, the 1991 Additions and the 1991 Equipment to the Partnership at and for a rental sufficient to pay the principal of and the interest (and premium, if any) on the Series 1991 Bonds as said principal, interest and premium, respectively, become due.

The Mortgagor desires to enter into this Mortgage in order to secure the prompt payment of the principal of and interest (and premium, if any) on the Series 1991 Bonds (herein called the "Secured Obligations").

NOW, THEREFORE, THIS MORTGAGE

WITNESSETH:

For the aforesaid purposes and in consideration of the respective agreements herein contained, the parties hereto agree with each other as follows:

ARTICLE I

GRANTING CLAUSES

In order to secure the prompt payment of the Secured Obligations, the Mortgagor does hereby grant, bargain, sell, alien and convey to the Trustee, its successors and assigns, the following described property (herein called "the Mortgaged Property"), and a security interest therein, whether the same are now owned by the Mortgagor or hereafter acquired:

I

The parcel of real property situated in Shelby County, Alabama, and described in Exhibit A attached hereto and made a part hereof.

II

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

III

All items (whether or not fixtures) of furniture, equipment and other personal property that at any time under the provisions of the Lease constitute the "Leased Equipment", including, without limitation, the items (whether or not fixtures) of furniture, equipment and other personal property generally described in Exhibit B attached hereto and made a part hereof; and

IV

Any and 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 Mortgaged Property as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade or of any street, (c) any damage to or destruction of any part of the Project Site, the Building or the Equipment, or (d) any other injury to or decrease in value of the Mortgaged Property.

TO HAVE AND TO HOLD the Mortgaged Property and every part thereof unto the Trustee, its successors and assigns, forever, subject to the easements, encumbrances and other exceptions referred to in Exhibit A hereto and such encumbrances as are defined as "Permitted Encumbrances" in the Indenture; IN TRUST, NEVERTHELESS, upon the terms and trusts herein and in the Indenture set forth, for the equal and pro rata protection and benefit of the holders present and future, of the Series 1991 Bonds equally and ratably,

without preference, priority or distinction of any over others by reason of priority in issuance or acquisition or otherwise, as if all the Series 1991 Bonds at any time outstanding had been executed, sold, authenticated, delivered and negotiated simultaneously with the execution and delivery hereof.

PROVIDED, HOWEVER, that if the Mortgagor shall pay or cause to be paid the Secured Obligations and shall pay or cause to be paid any amounts that the Trustee may have expended pursuant to the authorization of this Mortgage, including, without limitation, amounts spent for the payment of taxes, assessments and other liens, insurance 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, this conveyance shall be null and void; otherwise this Mortgage shall be and remain in full force and effect.

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ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1. The Mortgagor hereby represents and warrants to the Trustee as follows:

(a) Warranty of Title. The Mortgagor is lawfully seized of good and marketable title in and to the Project Site, subject only to such encumbrances, easements and other exceptions referred to in Exhibit A hereto, and such encumbrances as are defined as "Permitted Encumbrances" in the Indenture; and the Mortgagor is lawfully seized of good and marketable title in and to the other Mortgaged Property free of all liens and encumbrances (other than this Mortgage and the Indenture); 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 Trustee, its successors and assigns, against the lawful claims of all persons whomsoever, except those claiming under the encumbrances, easements and other exceptions referred to in Exhibit A hereto and "Permitted Encumbrances" as defined in the Indenture.

(b) Payment of Secured Obligations. The Mortgagor shall pay 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 its obligations under the Lease, the Indenture and this Mortgage.

(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 Trustee 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 encumbrances referred to in the foregoing subparagraph (a) of this Section. 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.

(d) Required Insurance. The Mortgagor will take out and continuously maintain in effect or cause to be taken out and thereafter

continuously maintained in effect the insurance required by Section 5.4 of the Lease to be maintained with respect to the Project, whether or not the Lease shall then be in effect. All such insurance policies, other than those evidencing the insurance required by clause (b) of Section 5.4 of the Lease shall name as an additional insured the Trustee as its interest shall appear. All policies evidencing the insurance required to be carried by Section 5.4 of the Lease and this Section 2.1(d) shall be deposited with the Trustee; provided however, that in lieu thereof, the Mortgagor may deposit with the Trustee a certificate or certificates of the respective insurers attesting the fact that such insurance is in force and effect. Prior to the expiration or cancellation of any such policy, the Mortgagor will furnish to the Trustee evidence reasonably satisfactory to the Trustee that such policy has been renewed or replaced by another policy.

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

(f) Satisfaction of Liens. The Mortgagor shall promptly pay and discharge, or shall cause to be promptly paid and discharged, any lien which may be filed under the provisions of the statutes of Alabama relating to liens of mechanics and materialmen, and any such lien shall not be permitted to be on a parity with or to take priority over the lien of this Mortgage, provided that the Mortgagor, upon first furnishing to the Trustee reasonable security for the payment of all liability, costs and expenses with respect thereto, may in good faith contest, at the Mortgagor's expense, the validity of any such lien or liens.

(g) Compliance with Prior Mortgage. The Mortgagor shall perform, or cause to be performed, all the obligations of the Mortgagor and the Partnership under that certain Mortgage and Security Agreement dated as of July 1, 1990, among the Mortgagor, the Partnership and National Australia Bank Limited, acting by and through its New York Branch, as amended by a First Amendment to Mortgage and Security Agreement dated as of March 1, 1991 (herein called "the 1990 Bank Mortgage").

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ARTICLE III
EVENTS OF DEFAULT

The following shall constitute an Event of Default hereunder:

- (a) An Event of Default under the Indenture, or
- (b) An Event of Default under the 1990 Bank Mortgage.

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ARTICLE IV

REMEDIES OF TRUSTEE UPON DEFAULT

Upon the occurrence of an Event of Default, the Trustee shall have the following rights and remedies:

(a) Acceleration. The Trustee may, by notice to the Mortgagor, effective upon dispatch, declare all of the Secured Obligations 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 Trustee may immediately enforce payment of all such amounts and exercise any or all of its rights and remedies under this Mortgage.

(b) Possession and Operation of Mortgaged Property. The Trustee 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 Trustee 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 solvency of the Mortgagor, to the appointment of a receiver.

(c) Foreclosure Sale. The Trustee 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 en masse or in parcels, as Trustee may deem best, at public outcry, in front of the courthouse door of the county wherein said property is located, to the highest bidder for cash, either in person or by auctioneer, after first giving notice of the time, place and terms of such sale by publication once a week for three successive weeks in some newspaper published in said county, and, upon payment of the purchase money the Trustee or any person conducting said sale for it is authorized and empowered to execute to the purchaser at 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, and Trustee, or the then-holder of the indebtedness thereby secured, may bid at any such sale and become the purchaser of said property if the highest bidder therefor. The Trustee may conduct any number of sales from time to time, and the power of sale hereby granted shall not be exhausted by any one or more such sales as to any part of the Mortgaged Property remaining unsold, but shall continue unimpaired until all the Mortgaged Property shall have been sold or all indebtedness secured hereby paid.

(d) Personal Property and Fixtures. In addition to the foregoing powers, the Trustee shall have and may exercise with respect 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 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, without regard to preservation of the Mortgaged Property or its value and without the necessity of a court order. The Trustee 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 Trustee, at its option and in its sole discretion, to repair, restore or otherwise prepare the Mortgaged Property for sale or other disposition. To the extent permitted by law, the Mortgagor expressly waives any rights or remedies of the Trustee with respect to, and the formalities described by law relative to, the sale or disposition of the Mortgaged Property, or to the exercise of any other right or remedy of the Trustee 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 ten (10) days before the time of the 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 Trustee 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 moneys, income, proceeds and benefits attributable to the same and to hold the same as part of the Mortgaged Property or to apply it on, or as a reserve against, the Secured Obligations in such order and manner as the Trustee may elect.

(e) Conveyance After Sale. The Mortgagor hereby authorizes and empowers the Trustee or the auctioneer at any foreclosure sale had 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 thereto.

(f) Application of Proceeds. All payments then held or thereafter received by the Trustee as proceeds of the Mortgaged Property, as well as any and all amounts realized by the Trustee in connection with the enforcement of any right or remedy under or with respect to this Mortgage shall, after payment of all proper costs, expenses and liabilities incurred and disbursements made by the Trustee hereunder, be applied by the Trustee in accordance with the provisions of Section 7.2 of the First Supplemental Indenture.

(g) Condemnation and Insurance Awards. Upon the occurrence of an Event of Default hereunder, 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) the alteration of the grade or of any street, (iii) any damage to or destruction of any part of the Mortgaged Property, or (iv) any other injury to or decrease in value of the Mortgaged Property, shall be paid to the Trustee. All such awards and payments shall be first applied to the payment of all costs and expenses (including attorneys' fees) reasonably incurred by the Trustee in obtaining said sums, and then applied, at the option of the Trustee, to the balance of the Secured Obligations in any order and whether or not then due, or held as a reserve against the Secured Obligations, or applied to the restoration of the Mortgaged Property.

(h) No Waivers. No failure of the Trustee 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 action taken by the Trustee pursuant to Section 5.1(c) of this Mortgage shall be construed as a waiver of its right to declare the maturity of the Secured Obligations as a result of the failure by the Mortgagor to comply with the provisions of this Mortgage. No delay or omission by the Trustee to exercise any available right, power or remedy hereunder shall impair or be construed a waiver thereof or in acquiescence in the circumstances giving rise thereto; every right, power or remedy given herein the Trustee may be exercised from time to time and as often as deemed expedient.

(i) 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).

(j) 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 of law or equity as prima facie evidence that the fact so stated or recited are true. The exercise by the Trustee 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 Trustee 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 are cumulative and not exclusive of any remedies provided by law.

(k) Concerning 1990 Indenture and 1990 Bank Mortgage. Upon the occurrence of Event of Default hereunder, the Trustee may, at its option, subject to Section 10.2 of the 1990 Indenture and Section 8.5 of the First Supplemental Indenture, declare all bonds issued under the 1990 Indenture, including, without limitation, the Series 1991 Bonds, immediately due and payable and may proceed to enforce its remedies hereunder. Upon an Event of Default hereunder resulting from an Event of Default under the 1990 Bank Mortgage, the Trustee may advance any moneys necessary to cure a default thereunder, which sums shall be secured hereby and shall bear interest at the rate of twelve per cent (12%) per annum.

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ARTICLE V
MISCELLANEOUS

Section 5.1 (a) Amendments. No amendment, modification, termination or waiver of any of the provisions of this Mortgage, nor consent to any departure by the Mortgagor herefrom, shall be effective unless the same shall be in writing and signed by an executive officer of the Trustee, 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.

(b) **Release or Extension by Trustee.** The Trustee, without notice to the Mortgagor but with the consent of the holders of a majority in aggregate principal amount of the Series 1991 Bonds at the time outstanding, 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 Trustee 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 term, condition or covenant of this Mortgage.

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(c) **Advances by Trustee.** If the Mortgagor shall fail to comply with the provisions of this Mortgage with respect to the securing of insurance, the payment of taxes, assessments and other charges, the maintenance of the Mortgaged Property, or any other term or covenant contained in the Lease or this Mortgage, the Trustee may, but shall not be required to, make advances to perform 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 the same rate of interest provided in Section 8(b) of the Reimbursement Agreement, and all sums so advanced, with interest, shall be secured hereby.

(d) **Partial Payments.** Acceptance by the Trustee 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 any time thereafter and until the entire amount due on the Secured Obligations has been paid, the Trustee 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.

(e) **Mortgage to Constitute 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 parts thereof. The Trustee has signed this Mortgage solely in order that it may constitute a financing statement under such Code and for no other purpose whatsoever.

(f) Notices. Wherever and whenever in this Mortgage it shall be required or permitted that notice or demand be given or served by any party, such notice or demand shall be given or served, and shall not be deemed to have been given or served unless, in accordance with the provisions of the Indenture.

(g) Binding Effect. This Mortgage shall inure to the benefit of, and shall be binding upon, the Mortgagor and Trustee and their respective heirs, successors and assigns.

(h) Severability. In the event any provision of this Mortgage shall be held in 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 Trustee 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.

(i) Article and Section Captions. The article and sections 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.

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

(k) Limited Liability of Mortgagor. No provision hereof shall be construed to impose a charge against the general credit of the Mortgagor or any personal or pecuniary liability upon the Mortgagor or give rise to or impose a lien or charge upon its property other than the Mortgaged Property. All obligations incurred by the Mortgagor hereunder are payable solely from the revenues and receipts to be derived from any leasing or sale of the Project, including insurance proceeds and condemnation awards. The Town of Vincent, Alabama is not liable for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which is undertaken by the Mortgagor. No agreement of the Mortgagor shall be construed to constitute an indebtedness of the Town of Vincent, Alabama within the meaning of any constitutional or statutory provision whatever. Further, none of the directors, officers, employees or agents of the Mortgagor shall have any personal or pecuniary liability whatever hereunder or any liability for the breach by the Mortgagor of any of the agreements on its part herein contained. Nothing contained in this Section, however, shall relieve the Mortgagor from the observance and performance of the

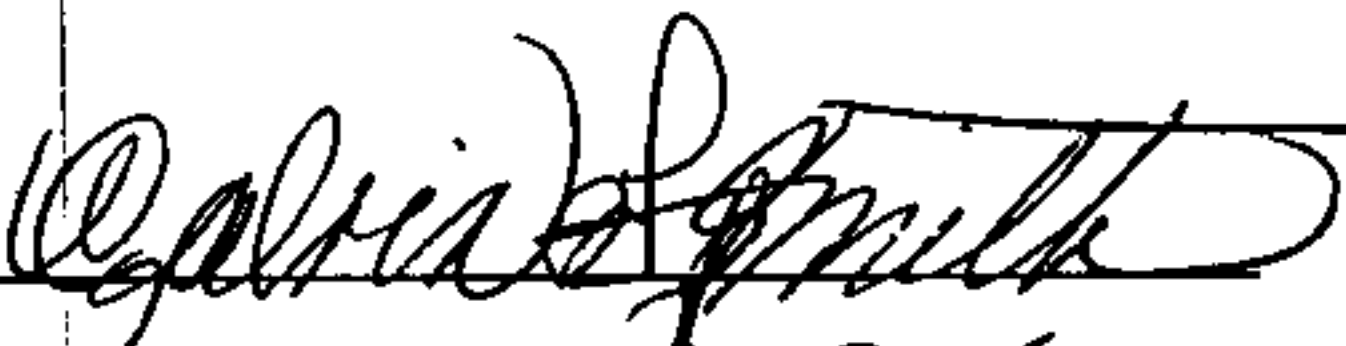
several and agreements on its part herein contained or relieve any director, officer, employee or agent of the Mortgagor from performing all duties of their respective offices that may be necessary to enable the Mortgagor to perform the covenants and agreements on its part herein contained.

(l) Counterparts. This Mortgage may be executed in any number of counterparts, and by the different parties hereto on the same or separate counterparts, each of which shall be deemed to be an original instrument.


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IN WITNESS WHEREOF, the Mortgagor and the Trustee have caused this Mortgage to be executed in their names, have caused their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, in ten (10) counterparts, each of which shall be deemed an original, and the parties hereto have caused this Mortgage to be dated as of March 1, 1991.

THE INDUSTRIAL DEVELOPMENT BOARD
OF THE TOWN OF VINCENT

By 
Its Chairman of the Board of Directors

Attest:


Its Notary Public

AMSOUTH BANK, NATIONAL ASSOCIATION

By 
Its VICE PRESIDENT AND CORPORATE TRUST OFFICER

Attest:


ASSISTANT VICE PRESIDENT
Its AND CORPORATE TRUST OFFICER

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STATE OF ALABAMA)

COUNTY OF *Jefferson*)

I, the undersigned, a Notary Public in and for said County, and said State, hereby certify that Calvin Smith, whose name as Chairman of the Board of Directors, of **THE INDUSTRIAL DEVELOPMENT BOARD OF THE TOWN OF VINCENT**, a public corporation under the laws of the State of Alabama, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, 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 2nd day of April, 1991.

Judy H. Lorbart
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 4-22-94

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STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County and said State hereby certify that David E. White, whose name as VICE PRESIDENT AND CO-OPERATE TRUST OFFICER of AMSOUTH BANK, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the State of Alabama, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said association.

GIVEN under my hand and official seal, this 2nd day of April, 1991.

Judy H. Lockart
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 4-22-94

EXHIBIT A

The following real property situated in Shelby County, Alabama, to-wit:

PARCEL ONE

A parcel of land situated in the NW¼ of Section 17, Township 19 South, Range 1 West, more particularly described as follows:

Commence at the Southwest corner of the SW¼ of the NW¼ of Section 17, Township 19 South, Range 1 West and run east along the south line of said ¼-¼ section 90.46 feet to a point; thence turn 69° 58' 56" to the left and run Northeasterly 171.03 feet to the point of beginning; thence continue along last described course 2203.00 feet to a point; thence turn 105° 09' 13" to the right and run Southeasterly 868.83 feet to a point; thence turn 48° 53' 28" to the left and run Northeasterly 87.00 feet to a point on the Southwesterly R.O.W. line of U.S. Highway No. 280 and also lying on a curve to the left having a radius of 3014.94 feet; thence turn 90° 00' to the right (angle measured to tangent) and run Southeasterly along said R.O.W. and along the arc of said curve to the left 200.00 feet to a point; thence turn 90° 00' to the right (angle measured to tangent) and run Southwesterly 103.00 feet to a point; thence turn 43° 58' 14" to the right and run Northwesterly 393.30 feet to a point; thence turn 78° 44' 05" to the left and run Southwesterly 417.77 feet to a point; thence turn 19° 14' 16" to the left and run Southwesterly 781.28 feet to a point; thence turn 73° 57' 49" to the right and run in a Westerly direction 168.88 feet to a point; thence turn 66° 52' 31" to the left and run Southwesterly 630.96 feet to a point; thence turn 88° 13' 57" to the right and run Northwesterly 227.50 feet to the point of beginning.

Containing 955,969.36 square feet or 21.946 acres.

PARCEL TWO

A parcel of land situated in the northwest quarter of Section 17, Township 19 South, Range 1 West.

Commence at the southwest corner of the southwest quarter of the northwest quarter of Section 17, Township 19 South, Range 1 West, and run east along the south line of said quarter-quarter section for a distance of 90.46 feet; thence turn 69 degrees 58 minutes 56 seconds to the left and run northeasterly 171.03 feet; thence turn 93 degrees 46 minutes 50 seconds to the right for a distance of 227.50 feet; thence turn 88 degrees 13 minutes 57 seconds to the left for a distance of 630.96 feet; thence turn 66 degrees 52 minutes 31 seconds to the right for a distance of 94.74 feet to the point of beginning; thence continue along the last described course for a distance of 74.14 feet; thence turn 73 degrees 57 minutes 49 seconds to the left for a distance of 595.25 feet; thence turn 166 degrees 43 minutes 34 seconds to the right and run southerly for a distance of 435.15 feet; thence turn

59 degrees 12 minutes 38 seconds to the left and run southeasterly for a distance of 245.69 feet; thence turn 104 degrees 04 minutes 45 seconds to the left and run northerly for a distance of 392.78 feet; thence turn 07 degrees 57 minutes 56 seconds to the left for a distance of 231.27 feet; thence turn 107 degrees 05 minutes 23 seconds to the right and run southeasterly for a distance of 314.31 feet; thence turn 122 degrees 44 minutes 49 seconds to the left and run northerly for a distance of 102.54 feet; thence turn 21 degrees 21 minutes 08 seconds to the left for a distance of 188.04 feet; thence turn 15 degrees 11 minutes 42 seconds to the right for a distance of 225.57 feet; thence turn 114 degrees 19 minutes 00 seconds to the right for a distance of 61.43 feet; thence turn 43 degrees 58 minutes 18 seconds to the left for a distance of 25.23 feet; thence turn 109 degrees 39 minutes 19 seconds to the right and run in a southerly direction for a distance of 122.83 feet; thence turn 15 degrees 11 minutes 42 seconds to the left for a distance of 222.29 feet; thence turn 21 degrees 21 minutes 08 seconds to the right for a distance of 131.91 feet; thence turn 17 degrees 03 minutes 06 seconds to the right for a distance of 211.51 feet; thence turn 03 degrees 25 minutes 43 seconds to the left for a distance of 647.51 feet; thence turn 87 degrees 11 minutes 37 seconds to the right and run northwesterly for a distance of 410.00 feet; thence turn 22 degrees 24 minutes 39 seconds to the right for a distance of 349.41 feet to the point of beginning. Containing 444,799.79 square feet or 10.2112 acres.

EXHIBIT B

Barrett WRP40 Walkie/Rider Electric Pallet Truck
TanData PMS 2100 Manifest System
Scales for Manifest with Conveyor Roller Top
48" Long Wide Standard GMA 4-Way Entry Pallets
Conveyor System

Drive In Rack to include:

140 Interlake Uprights 42" x 219"

1072 Interlake Beams 93" x 5"

Pallet Rack to include:

36 Bays Speedrack

Canon NP-1020 Copier with Stand

Titan Metal Shelving

Clipper Shelving

Paging System

Canon Fax 210

10 lb. Fire Extinguisher

2 1/4 lb. Fire Extinguisher

Tape Dispensers

Water Wells

Single Line Phones

Cross Over Bridge 36" Wide x 36" Long

Air Brake Stops with Foot Pedal and Solenoids Installed

Extension Accumulation Conveyor P1 14'-0"

5000 - Silver Cloud w/Gum & Mint Vending Machine

3000 - Silver Cloud w/Validator Vending Machine

Juice Combo Silver Cloud Vending Machine

Money Changer

| | |
|------------------|-------|
| 1. Deed Tax | 0 |
| 2. Mtg. Tax | 0 |
| 3. Recording Fee | 57.50 |
| 4. Indexing | 3.00 |
| 5. No Tax Fee | 1.00 |
| 6. Certified Fee | 1.00 |
| Total | 57.50 |

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STATE OF ALA. SPECIAL
I CERTIFY THIS
INSTRUMENT WAS FILED

91 APR -2 AM 8:58

JUDGE OF PROBATE

