

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT

THIS INDENTURE is dated as of the 14th day of January, 1994 between CITATION CORPORATION, an Alabama corporation, formerly known as CITATION CAROLINA CORP., (hereinafter called the "Borrower"), Mortgagor, and SOUTHTRUST BANK OF ALABAMA, NATIONAL ASSOCIATION, a national banking association (hereinafter called the "Lender"), Mortgagee.

W I T N E S S E T H:

WHEREAS, Borrower and Lender have entered into a Second Amended and Restated Loan Agreement of even date herewith (as the same may hereafter be modified or amended, the "Loan Agreement"; capitalized terms used herein without definition having the meanings ascribed to such terms in the Loan Agreement), under the terms of which Loan Agreement Lender has made the Loans to Borrower in the aggregate principal amount of \$50,981,803.16 as evidenced by the Notes.

THIS MORTGAGE AMENDS AND RESTATES IN ITS ENTIRETY THAT CERTAIN MORTGAGE AND SECURITY AGREEMENT EXECUTED BY CITATION CAROLINA CORP. IN FAVOR OF LENDER DATED JULY 7, 1989 WHICH SECURED A LOAN IN THE PRINCIPAL AMOUNT OF \$18,500,000, AND UPON WHICH MORTGAGE TAX WAS PAID TO THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA. LENDER HAS AGREED TO MAKE ADDITIONAL LOANS TO THE BORROWER WHICH WILL ALSO BE SECURED BY THIS MORTGAGE; PROVIDED, HOWEVER, THAT THE TOTAL INDEBTEDNESS WHICH THIS MORTGAGE SECURES SHALL BE LIMITED TO THE PRINCIPAL SUM OF \$25,000,000, PLUS INTEREST THEREON AND OTHER COSTS AND EXPENSES SECURED HEREBY OR WHICH THIS MORTGAGE AUTHORIZES LENDER TO PAY. ACCORDINGLY, MORTGAGE TAX IN THE AMOUNT OF \$9,750 IS BEING PAID TO THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA. SUCH TAX SHALL BE ALLOCATED AMONG THE VARIOUS COUNTIES IN ACCORDANCE WITH THE AFFIDAVIT FROM BORROWER WHICH IS BEING DELIVERED SIMULTANEOUSLY HEREWITH. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO LIMIT THE LIABILITY OF THE BORROWER OR GUARANTOR PURSUANT TO THE LOAN DOCUMENTS OR TO LIMIT THE AMOUNT THE LENDER MAY REALIZE UPON THE SALE OR OTHER DISPOSITION OF ANY OTHER COLLATERAL SECURING SUCH LOANS.

Land Title
600 - 20th St. No.
B'ham, AL 35203

01/24/1994-02553
02:59 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
023 NCD 64.50

Inst # 1994-02553

WHEREAS, in addition to the Loans, with interest, this Mortgage shall also secure any and all other additional indebtedness of Borrower to Lender, now existing or hereafter arising, whether joint or several, due or to become due, absolute or contingent, direct or indirect, liquidated or unliquidated, and any renewals or extensions thereof, and whether incurred or given as maker, endorser, guarantor or otherwise, including, without limitation, all "Obligations" as defined in the Loan Agreement.

NOW THEREFORE, the undersigned Borrower, in consideration of the indebtedness above mentioned, and to secure the prompt payment of same, with the interest thereon, and any extensions or renewals of same, and any charges therein incurred by Lender on account of Borrower, including but not limited to attorney's fees, and any and all other indebtedness of Borrower to Lender as set forth above, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth and set forth in the Notes, and the Loan Agreement, including, without limitation, all "Obligations" as defined in the Loan Agreement, has bargained and sold and does hereby grant, bargain, sell, alien and convey unto the Lender, its successors and assigns, the following described land, real estate, buildings, improvements, fixtures, furniture, equipment, and other personal property (which together with any additional such property in the possession of the Lender or hereafter acquired by the Borrower and subject to the lien of this Mortgage, or intended to be so, as the same may be from time to time constituted is hereinafter sometimes referred to as the "Mortgaged Property"), to-wit:

(a) All those tracts or parcels of land and real estate in fee simple particularly described in Schedule "A-1" attached hereto and made a part hereof;

(b) All Borrower's leasehold estates in and to those tracts or parcels of land and real estate particularly described in Schedule "A-2" attached hereto and made a part hereof, together with all rights, titles and interests of Borrower in and to the Leases ("Leases" when used herein shall have the meaning ascribed to such term in Schedule "A-2" attached hereto), including, without limitation, all options to purchase all or any part of the land and real estate described in Schedule "A-2," and all such other and greater rights and titles in and to the land and real estate described in Schedule "A-2" and other Mortgaged Property now or hereafter situated thereon or used in respect thereto, including, without limitation, the fee title to such land and real estate and other Mortgaged Property when and if acquired by Borrower pursuant to the purchase option in the Leases or otherwise, it being the intent of Borrower that simultaneously with the acquisition of such fee title, or any other greater title than presently held by Borrower in and to the said land and real estate described in Schedule "A-2" and other Mortgaged Property situated thereon or associated therewith, such title shall, ipso facto, be conveyed pursuant to the terms of this Mortgage and become subject to the lien hereof when such fee or other greater title is acquired by Borrower without the necessity of any amendment hereto or the execution of any further conveyance by Borrower;

(c) All buildings, structures, and improvements of every nature whatsoever, whether title is held in fee or by leasehold estate, now or hereafter situated on the property described in Schedules "A-1" and "A-2," and all fixtures, fittings, building materials, machinery,

equipment, furniture and furnishings, and personal property of every nature whatsoever now or hereafter owned by the Borrower or in which Borrower has a leasehold interest and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the property described in Schedules "A-1" and "A-2" or not, and whether in storage or otherwise wheresoever the same may be located, and including, without limitation, the "Project" as defined in the Leases [Any fee or greater title hereafter acquired by Borrower in any Mortgaged Property described in this paragraph (c) shall, ipso facto, be conveyed to Lender as provided in paragraph (b) above.];

(d) All rights of Borrower to amend, modify or cancel the Leases or Prior Mortgages ("Prior Mortgages" when used herein shall have the meaning ascribed to such terms in Schedule "A-2" attached hereto); and

(e) All rights of Borrower in and to all construction funds, bond funds, redemption funds, reserve funds and other funds created under or pursuant to the Leases or Prior Mortgages.

TOGETHER with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Borrower of, in and to the same, including but not limited to:

(a) All rents, profits, issues and revenues of the Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Borrower, however, so long as Borrower is not in default hereunder, the right to receive and retain the rents, issues and profits thereof; and

(b) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Lender is hereby authorized on behalf and in the name of Borrower to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Lender may apply to all such sums or any part thereof so received, after payment of all its expenses, including costs and attorney's fees, on the

indebtedness secured hereby in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released.

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto the Lender, its successors and assigns forever, subject however to the terms and conditions herein:

PROVIDED, HOWEVER, that these presents are upon the condition that, if the Borrower shall pay or cause to be paid to the Lender the principal and interest payable in respect to the Notes, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by the Borrower, and shall pay all charges incurred herein by Lender on account of Borrower, including, but not limited to, attorney's fees, and shall pay any and all other indebtedness of Borrower to Lender, now existing or hereafter arising, whether joint or several, due or to become due, absolute or contingent, direct or indirect, liquidated or unliquidated, and any renewals or extensions thereof, whether incurred or given as maker, endorser, guarantor or otherwise, including, without limitation, all the "Obligations" as defined in the Loan Agreement, and shall keep, perform and observe all and singular the covenants, conditions and agreements in the Loan Documents expressed to be kept, performed, and observed by or on the part of the Borrower, all without fraud or delay, then this Mortgage, and all the properties, interest and rights hereby granted, bargained, and sold shall cease, determine and be void, but shall otherwise remain in full force and effect.

AND the Borrower represents, warrants, covenants, and agrees with the Lender as follows:

ARTICLE I

1.1. Performance of Note and Loan Documents. The Borrower will perform, observe and comply with all provisions hereof and of the Notes secured hereby, and will duly and punctually pay to the Lender the sum of money expressed in the Notes with interest thereon and all other sums required to be paid by the Borrower pursuant to the provisions of the Loan Documents, all without any deductions or credit for taxes or other similar charges paid by the Borrower.

1.2. Warranty of Title. Borrower hereby warrants that it is lawfully seized of an indefeasible estate in fee simple in the property described in Schedule "A-1" hereto and is lawfully seized of leasehold estates under the Leases in the property described in Schedule "A-2" hereto, and has good and absolute title or leasehold interest under the Leases to all existing personal property hereby mortgaged, and has good right, full power and lawful authority to sell, convey and mortgage the Mortgaged Property in the manner and form aforesaid; that the same is free and clear of all liens, charges, and encumbrances whatsoever, including, as to the personal property and fixtures, conditional sales contracts, chattel mortgages, security agreements, financing statements, and anything of a similar nature, except those liens and encumbrances described in Schedule "III" of the Loan Agreement and those matters shown on

Schedule B-I of the title policy insuring this Mortgage (the "Permitted Liens"), and that Borrower shall and will warrant and forever defend the title of the Mortgaged Property and the quiet use and enjoyment thereof unto the Lender, its successors and assigns, against the lawful claims of all persons whomsoever.

1.3. Other Debts. It is expressly understood that this instrument is intended to and does secure, not only the indebtedness herein specifically mentioned, but also any and all other debts, obligations and liabilities (including the "Obligations" as defined in the Loan Agreement), direct or contingent, of said Borrower to said Lender, whether now existing or hereafter arising, and any and all extensions or renewals of same, or any part thereof, at any time before actual cancellation of this instrument on the probate records of the county or counties where this Mortgage shall be placed of record, and whether the same be evidenced by note, open account, assignment, endorsement, guaranty, pledge or otherwise.

1.4. Monthly Tax Deposit. If required by Lender, Borrower will pay on the first day of each month one-twelfth (1/12) of the yearly taxes payable with respect to the Mortgaged Property, as estimated by Lender, together with and in addition to each regular installment of principal and interest. Such sums shall not draw interest, and shall not be, or deemed to be, trust funds, but may be commingled with the general funds of Lender. Borrower agrees to pay Lender the amount of any deficiency necessary to enable Lender to pay such taxes when due. Such sums may be applied by the Lender to the reduction of the amounts secured hereby upon the occurrence of an event of a default under any of the Loan Documents.

1.5. Taxes, Utilities, the Liens and Leases. (a) The Borrower will pay promptly, when and as due, and, if requested, will promptly exhibit to the Lender receipts for the payment of, all taxes, assessments, water rates, utility charges, dues, charges, fines, penalties, costs and other expenses incurred, and impositions of every nature whatsoever imposed, levied or assessed or to be imposed, levied or assessed upon or against the Mortgaged Property or any part thereof, or upon the interest of the Lender in the Mortgaged Property (other than any of the same for which provision has been made in Paragraph 1.4 of this Article I), or any charge, which, if unpaid, would become a lien or charge upon the Mortgaged Property prior to or equal to the lien of this Mortgage for any amounts secured hereby or would have priority or equality with this Mortgage in distribution of the proceeds of any foreclosure sale of the Mortgaged Property or any part thereof.

(b) The Borrower shall promptly pay and will not suffer any mechanic's, materialman's, laborer's, statutory or other lien to be credited or to remain outstanding upon any of the Mortgaged Property.

(c) In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages or the manner of collecting taxes so as to affect adversely the Lender, the

entire balance of the principal sum secured by this Mortgage and all interest accrued thereon shall without notice become due and payable forthwith at the option of the Lender.

(d) The Borrower shall promptly pay all sums due pursuant to the Leases and shall perform and observe all covenants and agreements contained in the Leases, and shall cause to be paid, performed and observed, all obligations of any Industrial Development Board or similar government board or authority (the "Board") pursuant to the Prior Mortgages granted on any of the Mortgaged Property described in Schedule "A-2" hereto to secure bonds issued by such Board (the "Bonds"). Borrower shall not consent to any amendment, modification or cancellation of any of the Leases or any amendment or modification of any of the Prior Mortgages without the written consent of Lender, and any attempted amendment or modification (or with respect to Leases, any cancellation) without such consent shall be void and of no force or effect. Borrower agrees that it will exercise any option it may have to purchase any property under the Leases when the Bonds issued in connection with any of such Leases have been paid or are deemed paid or when any option to purchase is otherwise available under any of the Leases or would be available but for notice, payment of a fee, or similar act or acts (other than prepayment of Bonds) within Borrower's control, except that with the prior written consent of Lender, which consent shall be in Lender's sole discretion, Borrower may elect not to exercise any such option. If Borrower fails to exercise any option that is available to it (or would be available upon notice, payment of a fee or other act within Borrower's control other than prepayment of Bonds), Lender may, in its sole name or in the name of Borrower, exercise such option, and any sums paid or expenses incurred by Lender shall be additional sums due Lender, payable on demand, and shall bear interest at two percent (2%) in excess of the highest rate of interest accruing on the principal of any of the Notes and shall be secured by this Mortgage. Borrower appoints Lender as its agent and attorney-in-fact to exercise any such option, which appointment is coupled with an interest and shall be irrevocable. Borrower agrees that the fee title and leasehold estate in any property under the Leases shall not merge but shall be kept separate and distinct notwithstanding the union of such estates in Borrower; however, the lien and security interest of Lender under this Mortgage shall attach to and be a lien and security interest in and upon any greater right or estate Borrower hereafter acquires in any such property, including, without limitation, any fee estate acquired by Borrower through the exercise of any purchase option under any of the Leases.

1.6. Insurance. The Borrower will procure for, deliver to, and maintain for the benefit of, the Lender during the life of this Mortgage, insurance policies, in such amount as the Lender shall require, insuring the Mortgaged Property against fire, extended coverage, war damage (if available), and such other insurable hazards, casualties and contingencies as the Lender may require. The Borrower shall also obtain liability insurance in such amounts as Lender may require. The form of such policies and the companies issuing them shall be acceptable to the Lender. All casualty policies shall contain a New York standard, noncontributory mortgagee endorsement and a loss payee endorsement, making losses payable to the Lender, and all liability policies shall name Lender as an additional insured. All policies shall contain provisions requiring at least thirty (30) days' prior written notice to Lender before cancellation. At least thirty (30) days prior to the expiration date of all such policies, renewals

thereof satisfactory to the Lender shall be delivered to the Lender. The Borrower shall deliver to the Lender receipts evidencing the payment of all such insurance policies and renewals. In the event of the foreclosure of this Mortgage or any other transfer of title to the Mortgaged Property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Borrower in and to all insurance policies then in force shall pass to the purchaser or grantee.

The Lender is hereby authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies on the Mortgaged Property, and to collect and receive the proceeds from any such policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses, directly to the Lender, instead of to the Borrower and Lender jointly. After deducting from said insurance proceeds any expenses incurred by it in the collection or handling of said fund, the Lender may apply the net proceeds, at its option, either toward restoring the improvements, or as a credit on any portion of the mortgage indebtedness selected by it, whether then matured or to mature in the future, or at the option of the Lender, such sums either wholly or in part may be paid over to the Borrower to be used to repair such buildings, or to build new buildings in their place or for any other purpose or object satisfactory to the Lender without affecting the lien of this Mortgage for the full amount secured hereby before such payment took place. Lender shall not be held responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

If required by the Lender, the Borrower will pay on the first day of each month, together with and in addition to the regular installment of principal and interest and monthly tax deposit (as required by Paragraph 1.4 of Article I herein), one-twelfth (1/12) of the yearly premiums for insurance. Such amount shall be used by Lender to pay such insurance premiums when due. Such added payments shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of the Lender, and no interest shall be payable in respect thereof. Upon demand of the Lender, the Borrower agrees to deliver to the Lender such additional monies as are necessary to make up any deficiencies in the amounts necessary to enable the Lender to pay such insurance premiums. Upon the occurrence of an event of a default by Borrower under any of the Loan Documents, the Lender may apply such sums to the reduction of the sums secured hereby.

1.7. Condemnation. If all or any part of the Mortgaged Property shall be damaged or taken through condemnation (which term when used in this Mortgage shall include any damages or taking by any governmental authority, and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness secured hereby shall at the option of the Lender become immediately due and payable. The Lender shall be entitled to all compensation, awards, and other payments or relief therefor and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or the Borrower's name, any action or proceedings relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by the Borrower to the Lender, who, after deducting therefrom all its expenses, including attorney's fees, may release any monies so

received by it without affecting the lien of this Mortgage or may apply the same in such manner as the Lender shall determine. The Borrower agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as the Lender may require.

1.8. Care of the Property.

(a) The Borrower will preserve and maintain the Mortgaged Property in good condition and repair, and will not commit or suffer any waste and will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof.

(b) Except as otherwise provided herein, no buildings, fixtures, personal property, or other part of the Mortgaged Property shall be removed, demolished or substantially altered without the prior written consent of the Lender. The Borrower may sell or otherwise dispose of, free from the lien of this Mortgage, furniture, furnishings, equipment, tools, appliances, machinery, fixtures or appurtenances, subject to the lien hereof, which may become worn out, undesirable, obsolete, disused or unnecessary for use in the operation of the Mortgaged Property, not exceeding in value at the time of disposition thereof One Thousand Dollars (\$1,000.00) for any single transaction, or a total of Five Thousand Dollars (\$5,000.00) in any one year, upon replacing the same by, or substituting for the same, other furniture, furnishings, equipment, tools, appliances, machinery, fixtures, or appurtenances not necessarily of the same character, but of at least equal value to the Borrower and costing not less than the amount realized from the property sold or otherwise disposed of, which shall forthwith become, without further action, subject to the lien of this Mortgage.

(c) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, the Borrower will give immediate written notice of the same to the Lender.

(d) The Lender and its representatives are hereby authorized to enter upon and inspect the Mortgaged Property at any time during normal business hours.

(e) The Borrower will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Mortgaged Property or any part thereof.

(f) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, the Borrower will promptly restore the Mortgaged Property to the equivalent of its original condition, regardless of whether or not there shall be any insurance proceeds therefor. If a part of the Mortgaged Property shall be physically damaged through condemnation, the Borrower will promptly restore, repair or alter the remaining property in a manner satisfactory to the Lender.

1.9. Additional Security. The Lender will also have a security interest in all other property of the Borrower, now or hereafter assigned, or coming into the possession, control, or custody of the Lender by or for the account of the Borrower (including indebtedness due from the Lender to the Borrower or any guarantor, surety or endorser of any of the Notes) whether expressly as collateral security or for any other purpose, including any dividends declared, or interest accruing thereon, and proceeds thereof. The Lender may, but shall not be obligated to, apply, on or after demand, to the payment of the Notes, any funds or credit held by the Lender, on deposit, in trust or otherwise, for the account of the Borrower or any guarantor, surety or endorser of any of the Notes.

1.10. Leases Affecting Mortgaged Property. The Borrower will comply with and observe its obligations as landlord under all leases affecting the Mortgaged Property or any part thereof. If requested by Lender, Borrower will furnish Lender with executed copies of all leases now or hereafter created on said premises, and all leases now or thereafter entered into will be in form and substance subject to the approval of Lender. Borrower will not accept payment of rent more than two (2) months in advance without the express written consent of Lender. If requested by the Lender, the Borrower will assign to the Lender as additional security any and all such leases whether now existing or hereafter created, including, without limitation, all rents, royalties, issues and profits of the premises from time to time accruing, and will not cancel, surrender or modify any lease so assigned without the written consent of the Lender.

1.11. Expenses. The Borrower will pay or reimburse the Lender for all reasonable attorney's fees, costs and expenses incurred by the Lender in any proceeding involving the estate of a decedent or an insolvent, or in any action, proceeding or dispute of any kind in which the Lender is made a party, or appears as party plaintiff or defendant, affecting any of the Loan Documents, Borrower or the Mortgaged Property, including but not limited to the foreclosure of this Mortgage, any condemnation action involving the Mortgaged Property, or any action to protect the security hereof; and any such amounts paid by the Lender shall be added to the indebtedness and secured by the lien of this Mortgage; and any such amounts paid by the Lender shall be immediately due and payable by Borrower to Lender together with interest from the date any such amounts are paid by Lender at a rate equal to two percent (2%) in excess of the highest rate of interest accruing on the principal of the Notes.

1.12. Performance by Lender of Defaults by Borrower. If the Borrower shall default in the payment of any tax, lien, assessment or charge levied or assessed against the Mortgaged Property; in the payment of any utility charge, whether public or private; in the payment of insurance premium; in the procurement of insurance coverage and the delivery of the insurance policies required hereunder; in the payment or performance of the terms of the Leases or any obligations owing to a trustee under the Prior Mortgages; or in the performance or observance of any "Obligations" as defined in the Loan Agreement; or in the performance or observance of any such covenants, condition or term of this Mortgage, then the Lender, at its option, may perform or observe the same, and all payments made or expenses incurred by the Lender in connection therewith, shall be secured hereby and shall be, without demand,

immediately repaid by the Borrower to the Lender with interest thereon at the rate of two percent (2%) in excess of the highest rate of interest accruing on the principal of the Notes. The Lender shall be the sole judge of the legality, validity and priority of any such tax, lien, assessment, charge, claim and premium; of the necessity for any such actions and of the amount necessary to be paid in satisfaction thereof. The Lender is hereby empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to the Borrower or any person in possession holding under the Borrower. In the event Lender makes any payment with respect to the Leases, the Prior Mortgages or the Bonds secured thereby, Lender shall be subrogated to the rights of the trustee and bondholders under the Prior Mortgages and the Bonds secured thereby.

1.13. Books and Records. The Borrower shall keep and maintain at all times full, true and accurate books of accounts and records, adequate to reflect correctly the results of the operation of the Mortgaged Property. The Borrower will provide the Lender with the financial information required by the Loan Agreement.

1.14. Estoppel Affidavits. The Borrower within ten (10) days after written request from the Lender shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the Notes and whether or not any offsets or defenses exist against such principal and interest.

1.15. Energy, Environment or Utility Problems. In the event that it reasonably appears that, as a direct or indirect result of energy shortages, or municipal, county, state, federal or other governmental law, order, rule or regulation relating to environmental protection, sewage treatment, zoning, or energy conservation, or lack of utilities (which includes, but is not limited to, gas, electricity, water and sewage treatment), energy (including all utilities) will not be available in sufficient quantities to permit the operation of the Mortgaged Property, then in such event, the entire balance of the principal sum secured by this Mortgage and all interest accrued thereon shall without notice become due and payable forthwith at the option of the Lender.

1.16. Alienation or Sale of Mortgaged Property. The Borrower shall not sell, assign, encumber, or otherwise convey the Mortgaged Property without obtaining the express written consent of the Lender at least thirty (30) days prior to such conveyance, which consent Lender may withhold at its sole discretion. If the Borrower should sell, assign, encumber or convey all, or any part of, the Mortgaged Property without such consent by Lender, then, in such event, the entire balance of the principal sum secured by this Mortgage and all interest accrued shall without notice become due and payable forthwith at the option of the Lender.

ARTICLE II

2.1. Event of Default. The term Event of Default, wherever used in this Mortgage, shall mean any one or more of the following events:

(a) Failure by the Borrower to pay as and when due and payable any amounts of principal, interest or escrow deposits due on the Note or this Mortgage, or due on any other indebtedness secured hereby; or

(b) Failure by the Borrower to duly observe any other covenant, condition, agreement of the Loan Documents (including, without limitation, the "Obligations" as defined in the Loan Agreement) or any other document or instrument evidencing or securing the indebtedness secured hereby or any portion thereof, or the occurrence of an "Event of Default" as defined in the Loan Agreement; or

(c) The sale or other transfer of all or any portion of the Mortgaged Property, or any interest therein, without the prior written consent of the Lender, which consent may be granted or refused by the Lender in its sole discretion; or the creation or suffering to exist by the Borrower of any lien or encumbrance on the Mortgaged Property other than the lien of this Mortgage, the Permitted Liens, and the lien for ad valorem taxes not then delinquent; or a default, event of default or similar occurrence occurs under any of the Leases or Prior Mortgages, or any event occurs which, but for the giving of notice or expiration of any applicable period of time, or both, would constitute a default, event of default or similar occurrence under any of the Leases or Prior Mortgages; or

(d) The interest of the Lender in the Mortgaged Property, or any part thereof, becoming endangered by reason of the enforcement of any Prior Lien or other encumbrance thereon, so as to endanger the debt hereby secured.

2.2. Acceleration of Maturity. If an Event of Default shall have occurred, then the entire principal amount of the indebtedness secured hereby with interest accrued thereon shall, at the option of the Lender, become due and payable without notice or demand, time being of the essence; and any omission on the part of the Lender to exercise such option when entitled to do so shall not be considered as a waiver of such right.

2.3. Right of Lender to Enter and Take Possession.

(a) If any Event of Default shall have occurred and be continuing, the Borrower, upon demand of the Lender, shall forthwith surrender to the Lender the actual possession, and if and to the extent permitted by law, the Lender may enter and take possession of all the Mortgaged Property, and may exclude the Borrower and its agents and employees wholly therefrom.

(b) Upon every such entering upon or taking of possession, the Lender may hold, store, use, operate, manage, and control the Mortgaged Property and conduct the business thereof, and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (ii) insure or keep the Mortgaged Property and exercise all the rights and powers of the Borrower in its name or otherwise, with respect to the same; (iii) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted the Lender, all as the Lender from time to time may determine to be to its best advantage; and the Lender may collect and receive all the income, revenues, rents, issues and profits of the same including those past due as well as those accruing thereafter, and, after deducting (aa) all expenses of taking, holding, managing, and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes); (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions; (cc) the cost of such insurance; (dd) such taxes, assessments and other charges prior to the lien of this Mortgage as the Lender may determine to pay; (ee) other proper charges upon the Mortgaged Property or any part thereof; and (ff) the reasonable compensation, expenses and disbursements of the attorneys and agent of the Lender; shall apply the remainder of the monies so received by the Lender, first to the payment of accrued interest; then to the payment of tax deposits required in Paragraph 1.4; and finally to the payment of principal.

(c) Whenever all such Events of Default have been cured and satisfied, the Lender may, at its option, surrender possession of the Mortgaged Property to the Borrower, its successors or assigns. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur and be continuing.

2.4. Receiver.

(a) If any Event of Default shall have occurred and be continuing, the Lender, upon application to a court of competent jurisdiction, shall be entitled, without notice and without regard to the adequacy of any security for the indebtedness hereby secured or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect the rents, profits, issues, and revenues thereof.

(b) The Borrower will pay the Lender upon demand all expenses, including receiver's fees, attorney's fees, costs and agent's compensation, incurred pursuant to the provisions contained in this Paragraph 2.4; and all such expenses shall be secured by this Mortgage.

2.5. Lender's Power of Enforcement. If an Event of Default shall have occurred and be continuing, the Lender may, either with or without entry or taking possession as hereinabove provided or otherwise, proceed by suit or suits at law or in equity or any other appropriate proceeding or remedy (a) to enforce payment of the Notes or the performance of any

term thereof or of any of the Loan Documents, or any other right, (b) foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property, as provided by law, and (c) to pursue any other remedy available to it, all as the Lender shall deem most effectual for such purposes. The Lender may take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, as the lender may determine.

2.6. Power of Sale. If an Event of Default shall have occurred, Lender may sell the Mortgaged Property at public outcry to the highest bidder for cash in front of the Courthouse door in the county where said property is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three (3) consecutive weeks prior to said sale in some newspaper published in the county in which the Mortgaged Property or any portion thereof is situated, and, upon payment of the purchase money, Lender or any person conducting the sale for the Lender is authorized to execute to the purchaser at said sale a deed to the premises so purchased. Lender may bid at said sale and purchase said premises, or any part thereof, if the highest bidder therefor. The Borrower waives any requirement that the Mortgaged Property be sold in separate tracts and agrees that the Mortgaged Property may be sold en masse regardless of the number of parcels, lots or tracts hereby conveyed.

2.7 Application of Foreclosure Proceeds. The proceeds of any foreclosure sale pursuant to Paragraph 2.6 of Article II shall be applied as follows:

(a) First, to the expenses of making the sale, including a reasonable attorneys' fee for such services as may be necessary in the collection of said indebtedness or the foreclosure of this Mortgage;

(b) Second, to the repayment of any money, with interest thereon, which Lender may have paid, or become liable to pay, or which it may then be necessary to pay for taxes, insurance, assessments or other charges, liens, or debts as hereinabove provided;

(c) Third, to the payment and satisfaction of the indebtedness hereby specially secured with interest to date of sale, and to the payment of any and all other debts, obligations and liabilities hereby secured, principal and interest, whether such debts, obligations and liabilities be then due or not;

(d) Fourth, the balance, if any, shall be paid to the party or parties appearing of record to be entitled to such balance at the time of the sale after deducting any expense of ascertaining who is so entitled to such balance.

2.8. Lender's Option on Foreclosure. At the option of the Lender, this Mortgage may be foreclosed as provided by law or in equity, in which event a reasonable attorneys' fee shall, among other costs and expenses, be allowed and paid out of the proceeds of sale. In the event Lender exercises its option to foreclose this Mortgage in equity, Lender

may, at its option, foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties defendants to any such foreclosure proceeding and to foreclose their rights will not be, nor be asserted to be by the Borrower, a defense to any proceedings instituted by the Lender to collect the sums secured hereby, or any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

2.9. Waiver of Exemption. Borrower waives all rights of exemption pertaining to real or personal property as to any indebtedness secured by or that may be secured by this Mortgage, and Borrower waives the benefit of any statute regulating the obtaining of a deficiency judgment or requiring that the value of the premises be set off against any part of the indebtedness secured hereby.

2.10. Suits to Protect the Mortgaged Property. The Lender shall have power (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or in violation of this Mortgage, (b) to preserve or protect its interest in the Mortgaged Property and in the income, revenues, rents and profits arising therefrom, and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with, such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of the Lender.

2.11. Borrower to Pay the Notes on Any Default in Payment; Application of Monies by Lender. If default shall be made in the payment of any amount due under the Notes or any Loan Document, then, upon demand by Lender, the Borrower will pay to the Lender the whole amount due and payable under the Notes; and in case the Borrower shall fail to pay the same forthwith upon such demand, the Lender shall be entitled to sue for and to recover judgment for the whole amount so due and unpaid together with costs, which shall include the reasonable compensation, expenses and disbursements of the Lender's agents and attorneys.

2.12. Delay or Omission No Waiver. No delay or omission of the Lender or of any holder of the Notes to exercise any right, power or remedy accruing upon any default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such default, or acquiescence therein; and every right, power and remedy given by this Mortgage to the Lender may be exercised from time to time and as often as may be deemed expedient by the Lender.

2.13. No Waiver of One Default to Affect Another, etc. No waiver of any default hereunder shall extend to or shall affect any subsequent or any other then existing default or shall impair any rights, powers or remedies consequent thereon.

If the Lender (a) grants forbearance or an extension of time for the payment of any sums secured hereby; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted herein or in the Loan Documents; (d) releases any part of the Mortgaged Property from the lien of this Mortgage or otherwise changes any of the

terms of the Loan Documents; (e) consents to the filing of any map, plat or replat of the Mortgaged Property; (f) consents to the granting of any easement thereon; or (g) makes or consents to any agreement subordinating the lien or charge hereof, any such act or omission shall not release, discharge, modify, change, or affect the original liability under the Loan Documents or otherwise of the Borrower or any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker, co-signer, endorser, surety or guarantor; nor shall any such act or omission preclude the Lender from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made or of any subsequent default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Lender shall the lien of this Mortgage be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Mortgaged Property, the Lender, without notice to any person or corporation is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Mortgaged Property or the indebtedness secured hereby, or with reference to any of the terms or conditions hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any of the liabilities or undertakings hereunder.

2.14. Discontinuance of Proceedings - Position of Parties, Restored. In case the Lender shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Lender, then and in every such case the Borrower and the Lender shall be restored to their former positions and rights hereunder, and all rights, powers, and remedies of the Lender shall continue as if no such proceeding has been taken.

2.15. Remedies Cumulative. No right, power, or remedy conferred upon or reserved to the Lender by this Mortgage is intended to be exclusive of any right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

ARTICLE III

3.1. Successors and Assigns Included in Parties. Whenever in this Mortgage one of the parties hereto is named or referred to, the heirs, administrators, executors, successors and assigns of such party shall be included, and all covenants and agreements contained in this Mortgage by or on behalf of the Borrower or by or on behalf of Lender shall bind and inure to the benefit of their respective heirs, administrators, executors, successors and assigns, whether so expressed or not.

3.2. Headings, etc. The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are for convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof.

3.3. Gender, etc. Whenever the context so requires, the masculine includes the feminine and neuter, and the singular includes the plural.

3.4. Invalid Provisions to Affect No Others. In case any one or more of the covenants, agreements, terms or provisions contained in the Loan Documents shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained in the Loan Documents shall be in no way affected, prejudiced or disturbed thereby.

3.5. Lien on Personal Property. This Mortgage creates a lien and security interest in favor of Lender in that part of the Mortgaged Property and the proceeds thereof in which security interests may be created under Article Nine of the Alabama Uniform Commercial Code or other law applicable to the creation of liens and security interests in personal property, and this Mortgage shall constitute a security agreement under the Alabama Uniform Commercial Code or other law applicable to the creation of liens on personal property. Borrower covenants and agrees to execute, file and refile such financing statements, continuation statements or other documents as Lender shall require from time to time with respect to such personal property. If an Event of Default occurs, the Lender shall have all rights and remedies of a secured party under the Alabama Uniform Commercial Code.

3.6. Lien on Fixtures. As security for the indebtednesses hereinabove described, this Mortgage creates a security interest in favor of the Lender in all Borrower's equipment, machinery, appliances, apparatus, systems, furnishings, facilities and other components of the Mortgaged Property that are or hereafter become fixtures related to the real estate herein described; and Borrower shall have the rights and remedies of a secured party under the Uniform Commercial Code in connection therewith. This Mortgage shall serve as a financing statement filed as a fixture filing from the date of its recording.

3.7. Counterparts. This instrument may be executed in any number of counterparts, and each such counterpart shall constitute an original for all purposes, including, without limitation, for the purpose of recording this instrument with the office or offices of the judge or judges of probate of the county or counties wherein the Mortgaged Property is situated; however, taken together, all such counterparts shall constitute one and the same instrument.

3.8. Addresses and Notices: Any and all notices, elections or demands referred or permitted to be made under this Mortgage or applicable law shall be given in the manner specified in the Loan Agreement for the giving of notice to the parties at the address set forth below (or at such other address as may have been designated by written notice):

To the Borrower:

2 Office Park Circle, Suite 204
Birmingham, Alabama 35223
Attention: T. Morris Hackney, Chairman
Facsimile: (205)870-8211

To the Lender:

SouthTrust Bank of Alabama, National Association
P. O. Box 2554 (35290)
420 North 20th Street
6th Floor
Birmingham, Alabama 35203
Attention: Metropolitan Loan Department
Facsimile: (205) 254-5911


3.9. Restatement and Amendment of Prior Agreement. This Mortgage amends and restates in its entirety and replaces and renews that certain Mortgage and Security Agreement executed by Citation Carolina Corp. in favor of Lender dated July 7, 1989 (the "Original Mortgage"), and all of the terms, covenants, and conditions hereof and the liens and security interests continued hereby shall relate back to the date of the Original Mortgage.


3.10. Waiver of Jury Trial. **BORROWER HEREBY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING OUT OF OR IN ANY WAY RELATED TO THIS MORTGAGE OR THE LOANS, OR (B) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF LENDER AND/OR BORROWER WITH RESPECT TO THE LOAN DOCUMENTS OR IN CONNECTION WITH THIS MORTGAGE OR THE EXERCISE OF EITHER PARTY'S RIGHTS AND REMEDIES UNDER THIS MORTGAGE OR OTHERWISE, OR THE CONDUCT OR THE RELATIONSHIP OF THE PARTIES HERETO, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. BORROWER AGREES THAT LENDER MAY FILE A COPY OF THIS MORTGAGE WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED AGREEMENT OF BORROWER IRREVOCABLY TO WAIVE ITS RIGHTS TO TRIAL BY JURY AS AN INDUCEMENT OF LENDER TO MAKE THE LOANS, AND THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE OR CONTROVERSY WHATSOEVER (WHETHER OR NOT MODIFIED HEREIN) BETWEEN BORROWER AND LENDER SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.**

IN WITNESS WHEREOF, the Borrower has caused this instrument to be executed under its seal to be effective and dated as of the day and year first above written.

ATTEST:

CITATION CORPORATION, an Alabama corporation

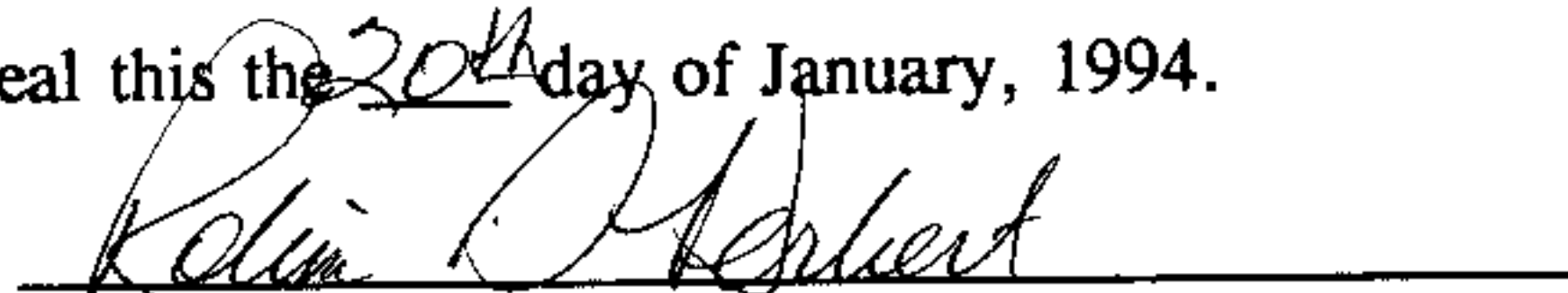

Thomas W. Burleson
Its Assistant Secretary

By: 
R. Conner Warren
Its Executive Vice President

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that R. Conner Warren, whose name as Executive Vice President of Citation Corporation, an Alabama corporation, is signed to the foregoing Amended and Restated Mortgage and Security Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Amended and Restated Mortgage and Security Agreement, 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 20th day of January, 1994.


NOTARY PUBLIC
My commission expires: 6/14/94

This instrument was prepared by Jill Verdeyen Deer, Burr & Forman, 3000 SouthTrust Tower, Birmingham, Alabama 35203.

SCHEDULE A-1

EXHIBIT "A" - FEE TITLE PROPERTY

PARCEL D:

Commence at the Northwest corner of Section 26, Township 21 South, Range 1 West, and run South $1^{\circ}44'$ East along the West boundary line of said section a distance of 848.46 feet to a point on the Northwest 40 foot right of way line of a county highway; thence turn an angle of $124^{\circ}08'58''$ to the left and run along said Northwest 40 foot right of way line a distance of 615.42 feet to the point of beginning; thence continue North $54^{\circ}07'$ East along said right of way line a distance of 210.18 feet to a point; thence turn an angle of $55^{\circ}31'29''$ to the left and run a distance of 425.70 feet to a point; thence turn an angle of $90^{\circ}00'51''$ to the left and run 173.27 feet to a point; thence turn an angle of $89^{\circ}59'09''$ to the left and run a distance of 544.62 feet to the point of beginning.

Said parcel of land is lying in the Southwest $\frac{1}{4}$ of Southwest $\frac{1}{4}$ of Section 23 and Northwest $\frac{1}{4}$ of Northwest $\frac{1}{4}$, Section 26, Township 21 South, Range 1 West, Shelby County, Alabama.

PARCEL E:

Commence at the NE corner of Section 27, Township 21 South, Range 1 West (Axle found in place); thence run South $1^{\circ}44'$ East a distance of 100.0 feet to a point; thence turn an angle of $88^{\circ}30'30''$ to the right and run Westerly a distance of 1727.9 feet to a point on the West boundary line of Industrial Road; thence run Northerly along said West boundary line a distance of 60 feet to the point of beginning; thence continue along said West boundary line a distance of 300.0 feet to a point; thence turn an angle of $90^{\circ}49'30''$ to the left and run Westerly a distance of 400.0 feet to a point; thence turn an angle of $89^{\circ}10'30''$ to the left and run Southerly a distance of 300.0 feet to a point on the North boundary line of a 60 foot easement; thence turn an angle of $90^{\circ}49'30''$ to the left and run Easterly along said North boundary line a distance of 400.00 feet to the point of beginning.

Said parcel of land is lying in the SW $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 22, Township 21 South, Range 1 West, Shelby County, Alabama.

PARCEL F:

Lots Numbered 60, 61, 62, 63 and 64 of Sandy Lane as shown by a Map of Plat of said Sandy Lane as the same appears of record in the Probate Office of Bibb County, Alabama, in Map Book 1, at page 118, said lands being a part of the South $\frac{1}{2}$ of Southwest $\frac{1}{4}$ of Section 28, Township 23 North, Range 10 East, Bibb County, Alabama.

PARCEL G:

A tract of land lying in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 14, Township 17 North, Range 11 East, near Selma, Dallas County, Alabama, more particularly described as follows, to-wit:

Commencing at the Southwest corner of said Section 14; thence run West for 23 feet to a braced-angle fence post in the East airport boundary fence of the Selma Municipal Airport (Selfield), and which said point is South 0°05.4' East a distance of 1321.1 feet from the Northeast boundary-fence corner of said Selfield; thence run North 89°54.6' East for 70 feet; thence run North 0°05.4' West and parallel to said East boundary-fence for 235.65 feet to intersect with a line drawn 350 feet Northwest of and parallel to the centerline extension of the NE-SW Runway of said Selfield (said 350 feet measured at right angle to said Runway centerline); said point being the point of beginning; thence continue North 0°05.4' West and parallel to said boundary-fence for 880.0 feet; thence run South 32°07.7' East for 429.1 feet to said line 350 feet Northwest of and parallel to said Runway center line; thence run South 51°59.3' West along said parallel line for 840 feet to the point of beginning.

Situated in Dallas County, Alabama.

PARCEL I:

Beginning at a point in the Southeast right of way line of the A.G.S.R.R. which is 104 feet Southerly from, measured at right angles to the centerline of the N.C. & St.L. R.R. in the City of Attalla, Alabama, and from thence running South 47°30' West and along the Southeast right of way line of said A.G.S.R.R. a distance of 3824.0 feet to a point which is 12.5 feet Southerly from, measured at right angle to, the center line of the switch tract leading from the main line of the said A.G.S.R.R. into the yards and plant of the Attalla Pipe & Foundry Co., Inc; and from thence running South 83°03' East and parallel to and at all times 12.5 feet distance from, measured at right angles to, the centerline of said switch track a distance of 143.2 feet to the point of curve; thence following along a 7°56' curve to the left and at all times 12.5 feet from the centerline of said switch track a distance of 398.3 feet; thence deflecting to the right so as to form an exterior angle of 108°11' to the tangent of said curve and running South 42°30' East a distance of 245 feet to a point, which is 720 feet from the centerline of the said A.G.S.R.R. measured at right angles thereto; thence North 47°30' East and running parallel to and at all times 720 feet Southeasterly from, at right angles to, the centerline of the A.G.S.R.R. a distance of 1730 feet to a point; thence North 37°46' East a distance of 1556.5 feet to the Southwest corner of the Attalla Cotton Warehouse or Compress Company's property; thence North 5°39' West and along the West line of said

Cotton Warehouse or Compress Company's property a distance of 325 feet to the Northwest corner of the same which point is also 104 feet from the centerline of N.C. & St.L. R.R. measured at right angles; thence South 84°21' West and parallel to the centerline of said N.C. & St.L. R.R. a distance of 77.0 feet to the point of beginning, and embracing portions of Block Number 100 and all of Blocks Numbers 101 to 110, inclusive, and portions of Blocks Numbers 111, 133 and 134 and portions of East First Street and portions of a 100 foot strip lying Southeast of and adjoining East First Street in the Attalla Iron & Steel Company's Addition, according to the Map thereof as recorded in Plat Book "A", page 460, and portions of Lots "L", "M", "N", "O", "P" and "Q", according to the Map of the Hammond Plat recorded in Plat Book "B", pages 332 and 333, both of said Plat Book being in the Office of the Judge of Probate of Etowah County, Alabama, said above described lands lying in Government Subdivision Lot Numbers 9, 10, 14 and 15, in Section 3 and Fractions "A" and "B" in Section 10, all in Township 12 South, of Range 5 East of Huntsville Meridian, Etowah County, Alabama, and all lying within the corporate limits of the Town of Attalla, except those portions located in Fractions "A" and "B" in said Section 10.

PARCEL J:

All of the property lying within the boundary of the Loop Road running from Ann Street to the railroad trestle over Burnt Corn Creek in the NE¹/₄ of the NE¹/₄ of Section 32, Township 2 North, Range 10 East, having as the West boundary, the East line of said Loop Road; as the South boundary, the North line of said Loop Road; as the East boundary, the West line of said Loop Road; and as the North boundary, the North line of Section 32, Township 2 North, Range 10 East, in the Probate Office of Escambia County, Alabama.

SCHEDULE A-2

EXHIBIT "A" - LEASEHOLD INTEREST PROPERTY

PARCEL A:

Commencing at the Northeast corner of the South half of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 2 North, Range 10 East; thence run West along the North line of the South half of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 2 North, Range 10 East a distance of 297 feet to make or form a starting point; thence run South 98 feet, more or less to a point on the North line of U.S. Highway No. 31; thence run South $68^{\circ}40'$ West along the North line of said Highway a distance of 639.3 feet, more or less, to the Southwest corner of Lot 4, in Block A of the G.T. Young Second Addition to the City of Brewton, according to plat of said addition recorded in the Office of the Judge of Probate of Escambia County, Alabama, in Plat Book 4, at page 65; thence turn an angle of 90° to the right and run 200 feet; thence turn an angle of 90° to the left and run 186.5 feet, more or less, to a point on the Easterly line of Alco Drive (formerly Old U.S. Highway No. 31); thence run North 37° East along the Easterly line of said Alco Drive, 262.2 feet, more or less, to the point of intersection with the North line of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 2 North, Range 10 East; thence run East along the North line of South $\frac{1}{2}$ of Northeast $\frac{1}{4}$ of Southeast $\frac{1}{4}$ of Section 31; Township 2 North, Range 10 East a distance of 678.7 feet, more or less, and back to starting point.

PARCEL B:

Commencing at the intersection of the Westerly line of Mildred Street with the Southerly line of St. Irenett Street (same as the Southerly line of the L & N Railroad); thence run South 40° West along the Southerly line of St. Irenett and the L & N Railroad, 188.5 feet to make or form a starting point; thence run South 40° West along the Southerly line of said Street and Railroad, 1124.38 feet, more or less, to a point on the South line of Section 29, Township 2 North, Range 10 East; thence run South 150 feet; thence run East 682.6 feet, more or less, to a point on the Westerly line of a Railroad Spur Track; thence run in a Northerly direction along the Westerly line of said Spur 50 feet; thence run West 168 feet; thence run North 100 feet, more or less, to a point on the South line of said Section 29, Township 2 North, Range 10 East; thence run East along said section line, 139 feet, more or less, to a point that is 170 feet West of the Southeast corner of said Section 29 (said point being on the Westerly line of said Railroad Spur); thence run in a Northerly direction along the Westerly line of said Spur, 300 feet; thence run North 40° East 336 feet; thence run North $12^{\circ}30'$ East 108.85 feet; thence run North 40° East, 94.50 feet; thence run North 50° West 210 feet back to starting point.

CONTINUED NEXT PAGE. . .

EXCEPT that part of Parcel B, described as follows:

Commencing at the intersection of the Westerly line of Mildred Street with the Southerly line of St. Irenett Street (same as the Southerly line of the L & N Railroad); thence run South 40° West along the Southerly line of St. Irenett Street and the L & N Railroad, 188.5 feet to make or form a starting point; thence continue South 40° West along the Southerly line of said Street and Railroad, 178.5 feet to a point on the East right of way of a Spur Track; thence run Southerly along the East right of way of said Spur Track, 194.0 feet to a point; thence run South 50° East 162.00 feet; thence run North 40° East 159.0 feet to a point; thence run North 12°30' East 108.85 feet; thence run North 40° East 94.5 feet to a point; thence run North 50° West, 210.0 feet to the point of beginning.

Situated in Escambia County, Alabama.

PARCEL C:

A tract in the SW¹/₄ of the SW¹/₄ of Section 23, and the NW¹/₄ of the NW¹/₄ of Section 26, Township 21 South, Range 1 West, described as follows:

Commence at the Northwest corner of Section 26, Township 21 South, Range 1 West; thence run South along the West line of said Section a distance of 848.46 feet to the Northwest right of way line of a county road; thence turn an angle of 124°08'58" to the left and run along said right of way line, a distance of 825.60 feet to the point of beginning; thence continue in the same direction along said right of way line a distance of 460.73 feet; thence turn an angle of 55°31'29" to the left and run a distance of 366.10 feet; thence turn an angle of 90°00' to the right and run a distance of 105.00 feet; thence turn an angle of 90°00' to the left and run a distance of 210.00 feet; thence turn an angle of 70°10' to the left and run a distance of 152.83 feet; thence turn an angle of 70°10' to the right and run a distance of 269.00 feet; thence turn an angle of 69°02' to the left and run a distance of 283.76 feet; thence turn an angle of 20°58' to the left and run a distance of 76.08 feet; thence turn an angle of 90°00' to the left and run a distance of 1259.29 feet to the point of beginning.

Situated in the SW¹/₄ of the SW¹/₄ of Section 23, and the NW¹/₄ of the NW¹/₄ of Section 26, Township 21 South, Range 1 West, Shelby County, Alabama, being within the City limits of Columbiana, Alabama.

PARCEL H:

Lots 4, 5, 6, 7, 8 and 9, in Block 178, according to the Survey of Bessemer, as shown on the Montezuma Plat, as recorded in Map Book 4, page 89, in the Probate Office of Jefferson County, Alabama. Being situated in Bessemer Division of Jefferson County, Alabama.

01/24/1994-02553
02:59 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
023 MCD 64.50

Inst # 1994-02553