

AMENDMENT TO REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

This Amendment (the "Amendment") is made and entered into on June 27, 2008, by and between Jeffrey L. Davis (aka J L Davis and Jeffrey Lynn Davis), a married man and Gary M. Davis (aka G M Davis), a married man and Kathy Jean Davis, a married woman (hereinafter called the "Mortgagor", whether one or more) and First Commercial Bank (hereinafter called the "Mortgagee").

RECITALS

A. Davis Machine and Fabricating Company, Inc (hereinafter called the "Borrower", whether one or more) has (have) entered into as agreement entitled "First Commercial Bank Real Estate Mortgage and Security Agreement", executed by the Borrower in favor of the Mortgagee dated April 8, 1998 and amended September 4, 1998 (the "Credit Agreement"). This Credit Agreement is in the amount of Four hundred eight thousand and no/100 (\$408,000.00) and amended to Six hundred eight thousand and no/100-- Dollars (\$608,000.00) and Assignment of Rents & Leases dated April 8, 1998 in the amount of Four hundred eight thousand and no/100-Dollars (\$408,000.00).

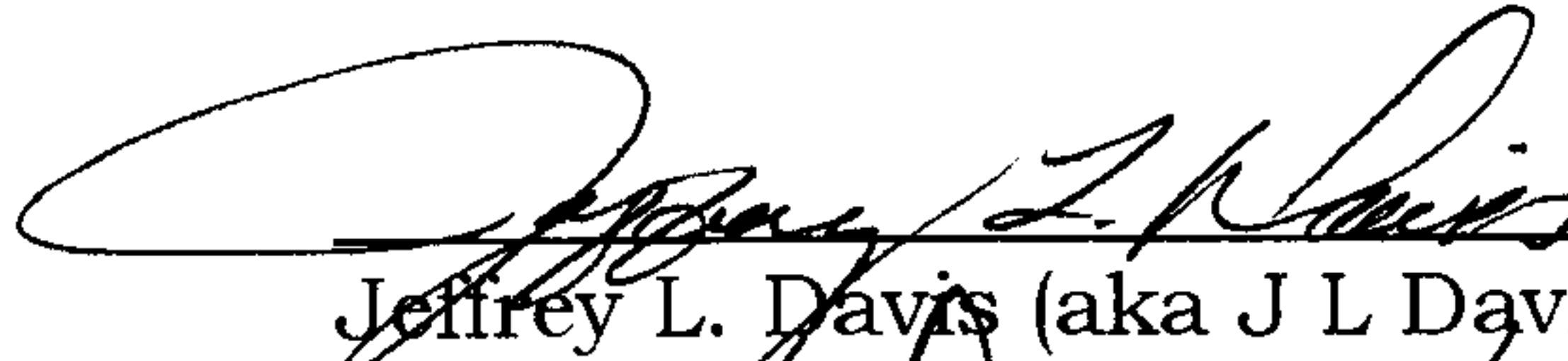
B. The Mortgagor has executed in favor of the Mortgagee a Real Estate Mortgage and Security Agreement (the "Mortgage") recorded April 9, 1998 and amendment recorded September 30, 1998 in Inst.# 1998-12663 and amended in Inst # 19980930000381581, and Assignment of Rents & Leases recorded April 9, 1998 in Inst # 1998-12664 in the Probate Office of Shelby County, Alabama.

C. The Borrower and the Mortgagor have requested that the Mortgagee increase the Mortgage and the Assignment of Rents & Leases amount to Eight hundred thousand and no/100-- Dollars (\$800,000.00)).

D. The Mortgagee has required, as a condition to approving the request for the Amended Mortgage and Assignment of Rents & Leases, that the Mortgagor enter into this Amendment.

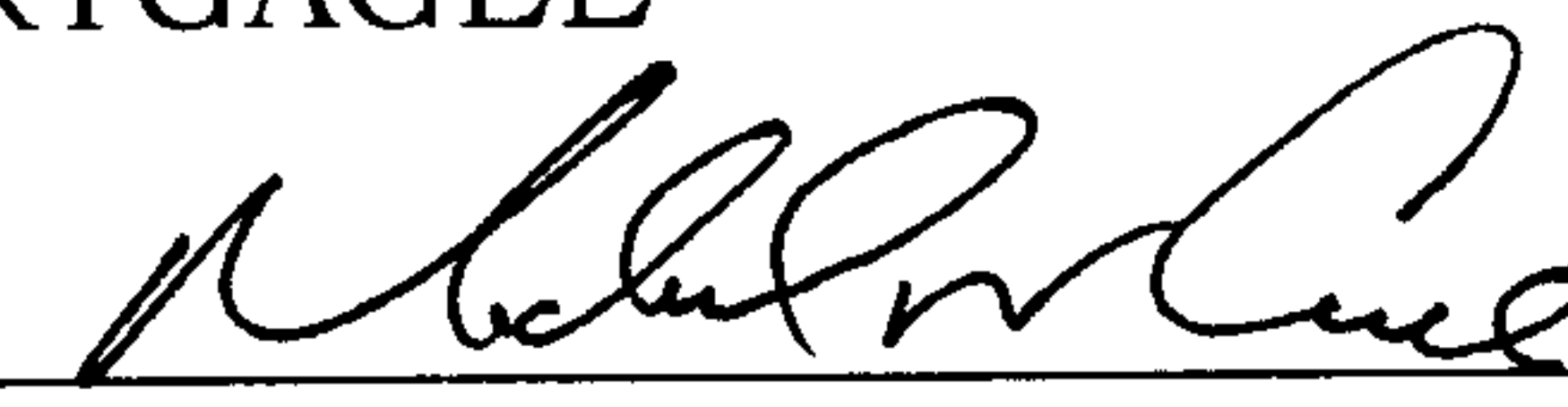
Except as specifically amended hereby, the Mortgage and Assignment of Rents & Leases shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed effective this 27th day of June, 2008.

 (SEAL)
Jeffrey L. Davis (aka J L Davis & Jeffrey Lynn Davis)

 (SEAL)
Gary M. Davis (aka G M Davis), Kathy Jean Davis

FIRST COMMERCIAL BANK
MORTGAGEE

By: 
Michael W. Crane

Its: Vice President

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Shelby Cnty Judge of Probate, AL
07/23/2008 12:10:51PM FILED/CERT

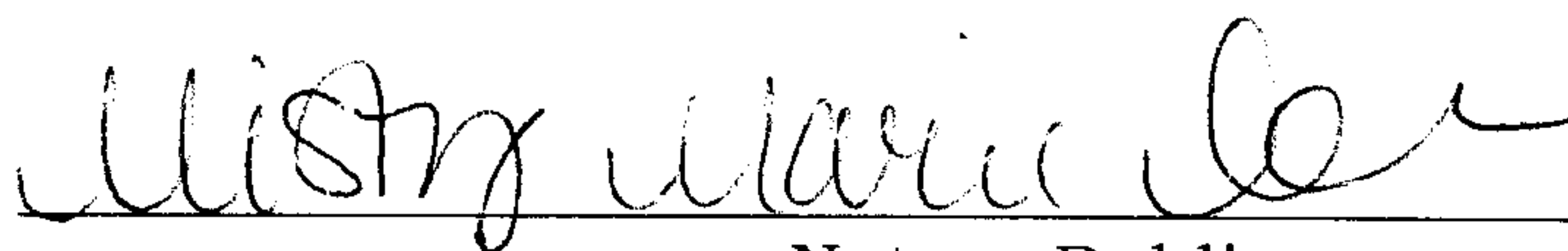
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jeffrey L. Davis (aka J L Davis & Jeffrey Lynn Davis) and Gary M. Davis (aka G M Davis) Kathy Jean Davis, whose name is signed to the foregoing amendment, and who is known to me, acknowledged before me on this day that, being informed of the contents of said amendment, has executed the same voluntarily on the day the same bears date.

Given under my hand and Official seal this 27th day of June, 2008.

(NOTARIAL SEAL)



Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 16, 2010
BONDED THRU NOTARY PUBLIC UNDERTAKING

My Commission expires: _____

CORPORATE ACKNOWLEDGEMENT

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Michael W. Crane whose name as Vice President of First Commercial Bank, a corporation, is signed to the foregoing amendment, and who is known to me, acknowledged before me on this day that, being informed of the contents of said amendment, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Give under my hand and Official seal this 27th day of June, 2008.

(NOTARIAL SEAL)

Notary Public

My Commission expires: _____

This instrument prepared by:

Name: Helen Ancic
 First Commercial Bank
Address: P. O. Box 11746
 Birmingham, AL 35202-1746