

719

FIRST AMENDMENT
TO
DEED OF TRUST AND SECURITY AGREEMENT

FIRST AMENDMENT dated September 15, 1983, to Deed of Trust and Security Agreement ("Deed of Trust") dated December 17, 1981, from ALLIED PRODUCTS COMPANY, an Alabama corporation (the "Grantor"), to AETNA LIFE INSURANCE COMPANY, a Connecticut corporation with an office at 151 Farmington Avenue, Hartford, Connecticut 06156, and AETNA CASUALTY & SURETY COMPANY OF ILLINOIS, an Illinois corporation with an office at 1020 31st Street, Downers Grove, Illinois 60515 (collectively, the "Note Holders"), and AMSOUTH BANK N.A. (formerly named The First National Bank of Birmingham), a national banking association with its principal office at 1900 5th Avenue North, Birmingham, Alabama 35203 (the "Trustee"), as filed in the Office of the Judge of Probate of Shelby County, Alabama, on December 17, 1981 and recorded in Book 417, page 399, in said office.

WITNESSETH:

For value received, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually covenant and agree as follows:

A. Defined Terms. All abbreviations and defined terms herein shall have the respective meanings ascribed to them in the Deed of Trust.

B. Purpose of Amendment. This First Amendment to the Deed of Trust is executed and delivered by the parties hereto pursuant to Amendments dated September 19, 1983 to the Note Agreements, providing for certain concessions by the Note Holders with respect to permitted indebtedness of Grantor and for Grantor's agreeing to a further limitation on dividends to stockholders and giving the Note Holders additional security in the form of a first security interest in certain real property located in College Park, Fulton County,

Return to:

G. Burns Proctor
Johnston, Barton, et al.
1100 Park Place Tower
Bham, AL 35203

Georgia, described in Exhibit D hereto attached and made a part hereof, together with all buildings, structures, facilities and improvements now or hereafter located thereon or forming a part thereof (the "Georgia Real Property"), and in all of the equipment and machinery described in Exhibit E hereto attached and made a part hereof, and all other machinery and equipment and all other tangible personal property used on, or for use in connection with, the Georgia Real Property, now owned or hereafter acquired by Grantor (collectively, the "Georgia Equipment"), by means of a first Deed to Secure Debt covering the Georgia Real Property and the Georgia Equipment, to which this First Amendment is intended to be attached as an exhibit.

C. Amendments to Deed of Trust. The Deed of Trust is hereby amended as follows:

(1) On page 1, the first sentence under Recitals is amended to read as follows:

"The Grantor has become justly indebted to each of the Note Holders in the principal sum of \$5,000,000, pursuant to Note Agreements dated July 16, 1981, as amended by Amendments dated December 18, 1981, and by Amendments dated September 19, 1983, and the 15.50% Senior Notes due July 15, 1993 issued pursuant to said Note Agreements."

(2) Sections L01(b) on page 4 is amended to read as follows:

"(b) "Deed of Trust" means this instrument (including all exhibits attached hereto) as originally executed and as from time to time supplemented or amended by one or more instruments entered into pursuant to the applicable provisions hereof and of the Note Agreements, and "Deed to Secure Debt" means the Deed to Secure Debt and Security Agreement by which the Georgia Real Property has been conveyed by Grantor to the Trustee to secure the Notes."

(3) Section 101(d) on page 5 is amended to read as follows:

"(d) "Event of Default" means any Event of Default defined in Section 9 of the Note Agreements or under the Deed to Secure Debt."

(4) The third sentence of Section 2.01(d) on page 7 is amended to read as follows:

"The Grantor will also pay when due any Alabama or Georgia documentary tax, or similar tax imposed by other jurisdictions, that may hereafter be levied upon the issuance of this Deed of Trust or the Deed to Secure Debt or the Secured Notes."

(5) Section 2.02(a), beginning on page 13, is amended to read as follows:

"SECTION 2.02. Recordation of Deed of Trust, etc.

(a) The Grantor will cause this Deed of Trust and all amendments and other instruments supplemental hereto to be promptly recorded, registered and filed and to be kept properly recorded, registered and filed in the Office of the Judge of Probate of Shelby County, Alabama, and will cause all necessary financing statements, notifications of secured transactions and other instruments, to be promptly recorded, registered and filed and to be kept properly recorded, registered and filed in the Office of the Judge of Probate of Shelby County, Alabama, and in the Office of the Secretary of State of Alabama, and such other places as may be required by law in order to make effective the interest intended to be created hereby and will pay all taxes and fees required to make and maintain such interest effective."

D. The Grantor, promptly upon request of the Note Holders, will execute a restated Deed of Trust incorporating all of the provisions of this First Amendment and cause the same to be duly recorded in the appropriate offices in Alabama and Georgia necessary to effect the same protections granted by the recording of the Deed of Trust and this First Amendment.

E. Except as amended by this First Amendment, the Deed of Trust continues in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Deed of Trust to be duly executed by their respective officers thereunto duly authorized as of the date first above written.

ATTEST:

G. B. [Signature]
Secretary

[CORPORATE SEAL]

ALLIED PRODUCTS COMPANY

By:

M. A. [Signature]
President CHAIRMAN OF THE BOARD

ATTEST:

[Signature]
CORPORATE TRUST OFFICER

ATTEST:

[Signature]
George S. Roncaloli
Assistant Corporate Secretary

ATTEST:

[Signature]
George S. Roncaloli
Assistant Secretary
STATE OF ALABAMA)
JEFFERSON COUNTY)

AMSOUTH BANK N.A.

By: [Signature]
VICE PRESIDENT AND CORPORATE TRUST OFFICER

AETNA LIFE INSURANCE COMPANY

By: [Signature]
KENNETH H. BATCHELDER
ASSISTANT VICE PRESIDENT
AETNA CASUALTY & SURETY COMPANY
OF ILLINOIS

By: [Signature]
KENNETH H. BATCHELDER
Assistant Treasurer

CHAIRMAN OF THE BOARD

I, the undersigned notary public in and for said county in said state, hereby certify that M. A. Rikard, whose name as President of Allied Products Company, a corporation, is signed to the foregoing First Amendment to Deed of Trust and Security Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said 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 15th day of Sept., 1983.

[Signature]
Notary Public

My Commission Expires: My Commission Expires May 13, 1985

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned notary public in and for said county in said state, hereby certify that F. L. WESSINGER, whose name as Vice President and Corporate Trust Officer of AmSouth Bank N.A., a national banking association, is signed to the foregoing First Amendment to Deed of Trust and Security Agreement.

Given under my hand and official seal this 14th day of Sept., 1983.

[Signature]
Notary Public

My Commission Expires: 12-8-85

STATE OF CONNECTICUT) Conn - Hartford

Hartford COUNTY) Sept 6, 1983

I, the undersigned notary public in and for said county in said state, hereby certify that Kenneth H. Batchelder, whose name as Asst. Vice Pres. of Aetna Life Insurance Company, a corporation, is signed to the foregoing First Amendment to Deed of Trust and Security Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said 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 6 day of SEPT, 1983.

Richard A. Woerle
Notary Public

My Commission Expires: **RICHARD A. WOERLE**
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1985

STATE OF CONNECTICUT) Hartford

Hartford COUNTY) Sept 6, 1983

I, the undersigned notary public in and for said county in said state, hereby certify that Kenneth H. Batchelder, whose name as Asst. Treasurer of Aetna Casualty & Surety Company of Illinois, a corporation, is signed to the foregoing First Amendment to Deed of Trust and Security Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said 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 6 day of Sept, 1983.

Richard A. Woerle
Notary Public

My Commission Expires: **RICHARD A. WOERLE**
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1985

EXHIBIT D

All that tract or parcel of land lying and being in Land Lots 28 and 37 of the 13th District of Fulton County, Georgia, being more particularly described as follows:

BEGINNING at an iron pin placed at the point of intersection of the eastern right-of-way line of Wickersham Drive (a 60-foot right-of-way) with the southeastern right-of-way line of West Point Avenue, and running thence North 43 degrees 00 minutes 00 seconds East, along said right-of-way line of West Point Avenue a distance of 1043.61 feet to an iron pin placed at the point of intersection of said right-of-way of West Point Avenue with the western right-of-way line of railroad Track No. 255; thence South 02 degrees 55 minutes 43 seconds East, along said railroad track right-of-way, a distance of 1936.17 feet to an iron pin placed; thence North 87 degrees 01 minute 26 seconds West a distance of 752.99 feet to an iron pin placed on said right-of-way line of Wickersham Drive; thence North 02 degrees 58 minutes 10 seconds West, along said right-of-way line of Wickersham Drive, a distance of 1,132.82 feet to the iron pin placed at the POINT OF BEGINNING.

The above-described property is shown as 26.40 acres on and is described according to plat of survey prepared for Allied Products Company by Kenneth L. Nutt, Georgia Registered Land Surveyor No. 2104, Perimeter Surveying Co., Inc., dated August 5, 1983, which said plat of survey is incorporated herein by this reference and made a part of this description.

EXHIBIT E

ALLIED PRODUCTS COMPANY

SCHEDULE OF PERSONAL PROPERTY

COLLEGE PARK PIPE PLANT AND COLLEGE PARK READY MIX

Item

Jack for Test Machine
Air Conditioner - Whirlpool
Battery Charger 1-600 E. L. Johnson
Fuel Pumps
Conveyor (Replacement for Larry Cart System)
Drill - Dymodrill 4034 with stand
Larry Cart
Band Saw 7 x 12 in.
8-36 Left Hand Turntable Ass'y. Complete 2-Hole Ea.
2 36 In. x 8 ft. Modified Bell Forms 3 PC CWall
C-361 Type Joint :
2 30 In. x 8 Ft. C-Wall Mod Bell Forms 3 Piece W/Adapter
Spacer Band
18 x 8 x 31/4 WA-1 C-361 Bell and Spigot Pipe Forms
15 x 24 x 30 Top Young Formers W/Snap Rings 24 In.
30 In. Bottom Pallets
Portable Tin Building
Degreaser Tank
Engine Overhaul Stand
Miller 103 Welder S/N G126495
Model S3T Sasgen 1-Ton Winch
Cage Expander
Bag House Filter System
C 96 Curtis Air Compressor S/N D9606-K-76-143
8 Ft. Wire Roll
Lincoln Welder 250 AMP S/D 352999
1 Pair 72 In. x 2-3/4 In. x 8 In. Forks for
CHY200SHY1425D143-2046
Hydrostatic Test Machine 18 In.
Welding Machine Mod AC250 S/N 351156
Snyder Stencil Machine 1 Inch Diagraph
Lincoln Welder 250 AMP S/N 310906
A. O. Smith Welder S/N 313440-IR
A. O. Smith Welder S/N 31245A
Empire Abrasive Sand Blaster Mod XL-59 S/N P 650E
Racks for Hydrotile Equipment

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Item

2 1000 Gal. Storage Tanks
Welding Machine S/N HD-679-196
Battery Charger
Pneumatic Cutter Type CR
Porter Pneumatic Cutter
Grinder
3161 AG 7200 C/P Air Grinder
Homelite Power Saw
Welder M-295 S/N W523199
Mixer
Miller Welder M-295 S/N 70-543340
Grinder CP 3190-6000
Oil Tank 50PSI
CP606RPR-P- 3/4 Empac Wrench
Miller AC Welder M-295 S/N 70-543344
Transistor Hydrobat 10GPM W/Assemblies
2 C P Air Hammers
Gardner Denver Air Corp-Stationary S/N 205480
McCracken Machine
8 Ft. Wire Roll
Miller 300 AMP Welder
50 Cu. Ft. Paddle Type Mixer
Space Heater 565-2
Space Heater 550-2
Cyclotherm Steam Generator
Air Compressor
Universal Wire Roll
Concrete Bucket 2 Yd.
Supreme A/C
Welder, 10 HP, 3 Phase, 220-440 V
Conveyor
Hydraulic System
Drill Press Floor Model
Stationary Welder
Hydrotile Machine
File with Lock 5141T, 05 7000
Olivetti Printing Calculator S/L 06229327

Item

Gray Metal Desk, United Chair Green S-11
Attendance Recorder Model 8900-5 S/N 8730361
Hot Water Heater
OCP10 Oasis Water Coder S/N E358404
Refrigeration Unit
Refrigeration Unit
Mud Hog Pump S/N 2260008
Automated Batch Controls
Air Conditioner Whirlpool 18000 BTU
Dust Filter
Air Conditioner Carrier 50 YM024-3 Roof Top Unit
Waste Water Handling Facility C-I-P 61-180-09
Hot Water System 61-180-11
Recorder for Marta Jobs :
Water Tank 32 In. Dia. x 8 Ft. Long
3/4 HP Reb Pocket Pump Motor
3792 Bennett Fuel Pump
File Cabinet 5 Drawer Model PF5151
Aggregate Bin 300 Ton W/6-50 Ton Com.
Aggregate Turnhead
Water Batcher 8 Yd. Cap. 44 Cu. Ft. 400 Ga. Surge Tank /
Cement Silo Cap. 1050 BBLS W/2 Comp
Cement Batcher 8 Cy. Max. Vol 75 Cu. Ft.
Fly Ash Silo 500 BBL Cap.
Batching System Punch Card System
Plant Charging Belt Conveyor W/Target Hopper
Aggregate Rail Unloading System W/Radial Stacker
Cement Storage Silo 5000 BBL Cap.
Cement Rail Unloading System
Natco Hot Water Heater Mod. C0400 W/Diesel Burner
Dust Collector Mod. D-216
Truck Washout System 3 Bays

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1983 SEP 15 AM 11:45
Thomas A. Shawley, Jr.
CLERK OF PROBATE

Rec 13.50
Ind 1.00
14.50

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