

FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT (this "Amendment") is entered into on or as of November 20, 1998, by and between **WOOD STRUCTURES, INC.**, a Delaware corporation ("Mortgagor") and **KEYBANK NATIONAL ASSOCIATION**, a national banking association ("Mortgagee").

RECITALS:

A. Mortgagor executed a certain Mortgage and Security Agreement in favor of Mortgagee dated June 6, 1996, which is recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument 1996-18843 (the "Mortgage"). The Mortgage encumbers the real property described on Exhibit A attached hereto.

B. Mortgagor has requested that the Mortgage be amended in certain respects and Mortgagee has agreed to do so on the condition, among others, that Mortgagor enter into this Amendment.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Mortgage is amended as follows:

1. The definition of the "Secured Indebtedness" as set forth on page 3 of the Mortgage is hereby amended and restated in its entirety to read as follows:

"This Mortgage is made to secure and enforce the following described indebtedness, obligations and liabilities (herein called the "Secured Indebtedness"):

(i) Payment and performance of all obligations of the Mortgagor under that certain promissory note in the original principal sum of Fourteen Million and No/100 Dollars (\$14,000,000.00) dated November 23, 1998 (the "Note"), executed by Mortgagor, payable to the order of Mortgagee, bearing interest as provided in the Note, and any and all renewals, extensions, modifications, substitutions or increases of the Note, or any part thereof;

(ii) Complete and full performance of each and every obligation, covenant, duty and agreement of the Mortgagor contained in this Mortgage;

(iii) Performance of all obligations of Mortgagor under that certain Term Loan Agreement - \$14,000,000 Term Loan dated November 23, 1998 (the "Loan Agreement") and under any other instrument evidencing, securing or pertaining to indebtedness evidenced by the Note, or evidencing any renewal or extension or modification or increase of the Note, or any part thereof, and further, Mortgagor's punctual and proper performance of all of Mortgagor's covenants, obligations and

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liabilities under any security agreement, mortgage, deed of trust, collateral pledge agreement, contract, assignment, loan agreement or any other instrument or agreement of any kind now or hereafter existing as security for, executed in connection with or related to the Note or the Loan Agreement, or an part thereof (such instruments and agreements are hereinafter sometimes collectively referred to as the "Loan Documents");

(iv) Payment of all funds hereafter advanced by Mortgagee to or for the benefit of Mortgagor, as contemplated by any covenant or provision herein contained or contained in the Loan Agreement.

Notwithstanding the foregoing, the maximum principal amount secured by this Mortgage shall be limited to the sum of Seven Hundred Seventy-Five Thousand and No/100 Dollars (\$775,000.00) of the Secured Indebtedness outstanding from time to time. This Mortgage shall secure the last remaining unpaid portion of the Secured Indebtedness and therefore (i) the security of this Mortgage shall not be diminished by any prepayment or repayment of the Secured Indebtedness, and (ii) this Mortgage shall remain in full force and effect until all of the Secured Indebtedness is paid in full and all other obligations secured hereby are paid and performed in full."

2. The introductory phrase "Upon the occurrence of an Event of Default" in Section (3) is hereby amended to read "Upon the occurrence of an Event of Default and during the continuance thereof."

3. The fourth and fifth sentences of the first paragraph of Section (6) are hereby amended to read in their entirety as follows: "Upon request of Mortgagee, the Mortgagor shall cause duplicate originals or certificates of any and all insurance policies or other reasonable evidence of insurance to be deposited with the Mortgagee. On the date the premiums on each such policy or policies shall become due and payable, the Mortgagor shall furnish to the Mortgagee evidence of the payment of such premiums."

4. The following phrase is hereby added immediately following the words "and the manner and use of the same" in the fourth sentence of Section (13): "to the extent noncompliance would have a material adverse effect on the Mortgaged Property."

5. The following clause is hereby added to the end of the last sentence of Section (13): "unless such property is transferred to either the Biddeford or Saco, Maine properties."

6. The introductory language of Section (36) is hereby amended to read in its entirety as follows: "The happening and continuance of any of the following events or conditions, or the happening of any other event of default as defined elsewhere in this Mortgage (hereinafter collectively referred to as "Events of Default") shall constitute a default under this Mortgage:"

7. Section (36)(b) is hereby amended by inserting the word "material" immediately prior to the words "covenant, condition or agreement".

8. Section (36)(d) is hereby amended by deleting the word "prompt".

9. The second sentence of the second paragraph of Section (37)(c) is hereby amended to insert the words "and during the continuance thereof" immediately following the words "at its option after a default hereunder".

10. The introductory phrase "Upon the occurrence of any Event of Default or at any time thereafter," in the first sentence of Section (37)(i) is hereby amended to read as follows: "Upon the occurrence and during the continuance of any Event of Default,".

11. Subject to this Amendment, all terms, conditions and provisions of the Mortgage shall remain in full force and effect, and the same are hereby ratified and affirmed in all respects by Mortgagor.

IN WITNESS WHEREOF, this Amendment has been duly executed by Mortgagor and Mortgagee on or as of the day and year first above written.

MORTGAGOR:

WOOD STRUCTURES, INC.

By: Michael Santoni
Printed Name: Michael Santoni
Title: Assistant Secretary

MORTGAGEE:

KEYBANK NATIONAL ASSOCIATION

By: Stephen Lubelczyk
Printed Name: Stephen Lubelczyk
Title: Senior Vice President

STATE OF MAINE)
CUMBERLAND COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Michael Santoni, whose name as Assistant Secretary of Wood Structures, Inc., a Delaware corporation, 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 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 20th day of November, 1998.

Sonia Levine

Notary Public

SONIA LEVINE
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES MARCH 19, 1999

My commission expires: _____

[NOTARIAL SEAL]

STATE OF MAINE)
CUMBERLAND COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Stephen Lubelczyk, whose name as Senior Vice President of KeyBank National Association, a national banking association, 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 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 20th day of November, 1998.

Sonia Levine

Notary Public

SONIA LEVINE
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES MARCH 19, 1999

My commission expires: _____

[NOTARIAL SEAL]

EXHIBIT A
TO
MORTGAGE AND SECURITY AGREEMENT

LEGAL DESCRIPTION

Those certain parcels of land situated in Shelby County, Alabama, which are more particularly described as follows:

PARCEL A

SURFACE RIGHTS ONLY IN AND TO:

A PARCEL OF LAND IN THE SOUTHEAST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, BEING THE SAME LAND DESCRIBED IN A DEED TO BAMA TRUSS & COMPONENTS, INC. FROM WESTERVELT LAND COMPANY, INC. RECORDED IN INSTRUMENT NUMBER 1993-00717 OF THE PROPERTY RECORDS OF SHELBY COUNTY. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3/4" REBAR FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 13, THENCE N 01° 37' 07" E, ALONG THE EAST LINE OF SECTION 13 A DISTANCE OF 555.19 FEET TO A POINT IN THE NORTH LINE OF THE HEART OF DIXIE RAILROAD CLUB RAILROAD RIGHT OF WAY, THENCE S 69° 16' 39" W ALONG A CHORD IN A CURVE, CONCAVE TO THE NORTH WITH A RADIUS OF 1925 FEET, A DISTANCE OF 380.27 FEET TO A 1/2" REBAR SET WITH A CAP STAMPED "S. WHEELER RPLS 16165" FOR THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID CURVE, A CHORD THAT BEARS S 81° 30' 41" W, A DISTANCE OF 440.21 FEET TO A POINT;

THENCE N 01° 14' 21" E, A DISTANCE OF 103.84 FEET TO AN IRON PIN FOUND WITH A CAP STAMPED "GULF STATES PAPER COMPANY LS 12709";

THENCE S 84° 52' 37" E, A DISTANCE OF 434.87 FEET TO THE POINT OF BEGINNING. THE HEREIN DESCRIBED PARCEL CONTAINS 0.560 ACRES OF LAND.

PARCEL B

A PARCEL OF LAND IN THE SOUTHEAST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, BEING THE SAME LAND DESCRIBED IN A DEED TO JON PATRICK SHUGRUE FROM WAYMON D. RASCO, JR., RECORDED IN DEED BOOK 152 AT PAGE 416 OF THE PROPERTY RECORDS OF SHELBY COUNTY. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3/4" REBAR FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 13, THENCE N 01° 37' 07" E, ALONG THE EAST LINE OF SECTION 13 A DISTANCE OF 555.19 FEET TO A POINT IN THE NORTH LINE OF THE HEART OF DIXIE RAILROAD CLUB RAILROAD RIGHT OF WAY, THENCE S 69° 16' 39" W ALONG A CHORD IN A CURVE, CONCAVE TO THE NORTH WITH A RADIUS OF 1925 FEET, A DISTANCE OF 380.27 FEET TO A 1/2" REBAR SET WITH A CAP STAMPED "S. WHEELER RPLS 16165", THENCE CONTINUING ALONG SAID CURVE, A CHORD THAT BEARS S 81° 30' 41" W, A DISTANCE OF 440.21 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID CURVE, A CHORD THAT BEARS S 89° 48' 36" W, A DISTANCE OF 116.47 FEET TO A POINT;

THENCE N 88° 27' 24" W, ALONG THE NORTH LINE OF SAID RAILROAD, A DISTANCE OF 909.38 FEET TO A 1/2" REBAR SET WITH CAP STAMPED "S. WHEELER RPLS 16165";

THENCE N 15° 47' 34" W, A DISTANCE OF 19.55 FEET TO A POINT;

THENCE N 03° 09' 46" E, A DISTANCE OF 30.00 FEET TO A POINT;

THENCE N 15° 08' 39" E, A DISTANCE OF 66.28 FEET TO A POINT;

THENCE N 14° 05' 53" E, A DISTANCE OF 54.30 FEET TO A POINT;

THENCE N 02° 41' 10" E, A DISTANCE OF 32.45 FEET TO A POINT;

THENCE N 18° 34' 35" W, A DISTANCE OF 32.43 FEET TO A POINT;

THENCE N 47° 32' 30" W, A DISTANCE OF 26.60 FEET TO A POINT;
THENCE N 79° 48' 37" W, A DISTANCE OF 15.94 FEET TO A 1/2" REBAR SET STAMPED "S. WHEELER RPLS 16165";
THENCE N 06° 03' 14" W, A DISTANCE OF 44.29 FEET TO A 1/2" REBAR SET STAMPED "S. WHEELER RPLS 16165";
THENCE S 83° 26' 20" E, A DISTANCE OF 79.12 FEET TO A 1/2" REBAR SET STAMPED "S. WHEELER RPLS 16165";
THENCE S 85° 51' 02" E, A DISTANCE OF 179.83 FEET TO A 1/2" REBAR SET STAMPED "S. WHEELER RPLS 16165";
THENCE S 80° 34' 53" E, A DISTANCE OF 50.20 FEET TO A 1/2" REBAR SET STAMPED "S. WHEELER RPLS 16165";
THENCE N 01° 07' 19" E, A DISTANCE OF 54.80 FEET TO A REBAR FOUND STAMPED "F. WHEELER RPLS 3385";
THENCE S 88° 51' 10" E, A DISTANCE OF 247.04 FEET TO A 1/2" REBAR SET STAMPED "S. WHEELER RPLS 16165";
THENCE S 88° 51' 10" E, A DISTANCE OF 499.04 FEET TO A REBAR FOUND STAMPED "F. WHEELER RPLS 3385";
THENCE S 01° 14' 21" W, A DISTANCE OF 223.36 FEET TO AN IRON PIN FOUND WITH CAP STAMPED "GULF STATES PAPER COMPANY RPLS 12709" AT THE NORTHWEST CORNER OF PARCEL A;
THENCE CONTINUING S 01° 14' 21" W, ALONG THE WEST LINE OF PARCEL A, A DISTANCE OF 103.84 FEET TO THE POINT OF BEGINNING.
THE HEREIN DESCRIBED PARCEL CONTAINS 7.396 ACRES OF LAND.

PARCEL C

A PARCEL OF LAND IN THE SOUTHEAST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, BEING THE SAME LAND DESCRIBED IN TWO DEEDS TO BAMA TRUSS & COMPONENTS, INC. FROM HISTORIC SHELBY ASSOCIATION, INC., RECORDED IN INSTRUMENT NUMBERS 1995-20052 AND 1996-01030 OF THE PROPERTY RECORDS OF SHELBY COUNTY. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3/4" REBAR FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 13, THENCE N 01° 37' 07" E, ALONG THE EAST LINE OF SECTION 13 A DISTANCE OF

555.19 FEET TO A POINT IN THE NORTH LINE OF THE HEART OF DIXIE RAILROAD CLUB RAILROAD RIGHT OF WAY, THENCE S 69° 16' 39" W ALONG A CHORD IN A CURVE, CONCAVE TO THE NORTH WITH A RADIUS OF 1925 FEET, A DISTANCE OF 380.27 FEET TO A 1/2" REBAR SET WITH A CAP STAMPED "S. WHEELER RPLS 16165", THENCE CONTINUING ALONG SAID CURVE, A CHORD THAT BEARS S 81° 30' 41" W, A DISTANCE OF 440.21 FEET TO A POINT AT THE SOUTHEAST CORNER OF PARCEL B AND THE SOUTHWEST CORNER OF PARCEL A, THENCE N 01° 14' 21" E, ALONG THE EAST LINE OF PARCEL B, A DISTANCE OF 327.20 FEET TO A REBAR FOUND WITH CAP STAMPED "F. WHEELER RPLS 3385" AT THE NORTHEAST CORNER OF PARCEL B, THENCE N 88° 51' 10" W, ALONG THE NORTH LINE OF PARCEL B, A DISTANCE OF 499.04 FEET TO A 1/2" REBAR SET WITH CAP STAMPED "S. WHEELER RPLS 16165" FOR THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE NORTH LINE OF PARCEL B, N 88° 51' 10" W, A DISTANCE OF 247.04 FEET TO A REBAR FOUND WITH CAP STAMPED "F. WHEELER RPLS 3385";

THENCE N 01° 07' 19" E, A DISTANCE OF 203.30 FEET TO A REBAR FOUND WITH CAP STAMPED "F. WHEELER RPLS 3385", ON THE SOUTH RIGHT OF WAY LINE OF SHELBY COUNTY HIGHWAY NO. 42;

THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF SAID HIGHWAY 42, N 82° 24' 11" E, A DISTANCE OF 174.42 FEET TO A 1/2" REBAR SET WITH CAP STAMPED "S. WHEELER RPLS 16165";

THENCE CONTINUING ALONG THE SOUTH RIGHT OF WAY LINE OF SAID HIGHWAY 42, N 81° 18' 20" E, A DISTANCE OF 76.03 FEET TO A REBAR FOUND WITH CAP STAMPED "F. WHEELER RPLS 3385";

THENCE S 01° 11' 19" W, A DISTANCE OF 242.77 FEET TO THE POINT OF BEGINNING. THE HEREIN DESCRIBED PARCEL CONTAINS 1.263 ACRES OF LAND.

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