

This instrument prepared by:
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Birmingham, Alabama 35203-2104

FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT (this "Amendment") is entered into on or as of December, 31, 2003, by and between **DESHAZO CRANE COMPANY, L.L.C.**, an Alabama limited liability company ("Mortgagor"), and **FIRST COMMERCIAL BANK** (the "Mortgagee").

R E C I T A L S :

A. Mortgagor entered into that certain Mortgage and Security Agreement in favor of Mortgagee dated August 29, 2002, which is recorded in the Office of the Judge of Probate of Shelby County (the "Probate Office"), Alabama as Instrument 20020830000416820 (the "Mortgage"). The Mortgage encumbers the property described on Exhibit A attached hereto.

B. The Mortgage was granted as security for (i) that certain Revolving Note in the maximum principal amount of \$5,000,000.00 executed by Mortgagor in favor of Mortgagee (the "Revolving Note") and (ii) that certain Term Note in the original principal amount of \$490,875.09 executed by Mortgagor in favor of Mortgagee (the "Term Note", and together with the Revolving Note, the "Notes"). Accordingly, the indebtedness secured by the Mortgage totals \$5,490,875.09.

C. Mortgagor has requested that the principal balance of the Term Note be increased to \$654,020.98 (thereby increasing the indebtedness secured by the Mortgage by \$163,145.89 to \$5,654,020.98), 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. From and after the date hereof, the Mortgage shall secure the Term Note, as modified and amended by that certain Note Modification Agreement by and between Mortgagor and Mortgagee dated of even date herewith, pursuant to which the principal face amount of the Note was increased to \$654,020.98, together with all notes and instruments given in substitution,

replacement, amendment, extension or renewal thereof. Accordingly, the stated principal indebtedness secured by the Mortgage is hereby increased by \$163,145.89 to \$5,654,020.98.

2. The Mortgage shall also continue to secure the (i) Revolving Note, together with all notes and instruments given in substitution, replacement, amendment, extension or renewal thereof, and (ii) any and all other obligations and indebtedness which the Mortgage provides that it secures.

3. 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.

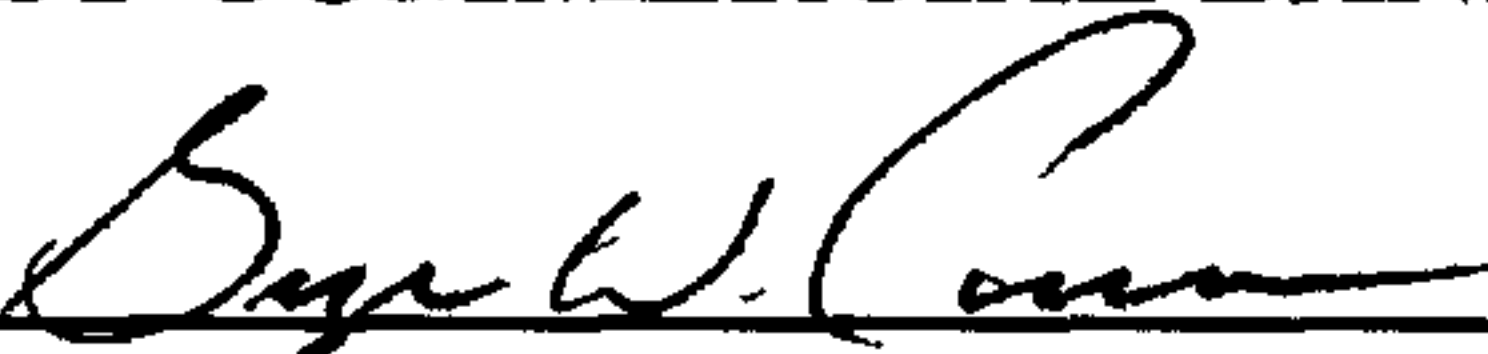
MORTGAGOR:

DESHAZO CRANE COMPANY, L.L.C.
an Alabama Limited Liability Company

By: 
Guy K. Mitchell, Jr.
Its Manager

MORTGAGEE:

FIRST COMMERCIAL BANK

By: 
Its: VP
~~Richard M. Adams~~

STATE OF ALABAMA

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:

JEFFERSON COUNTY

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I, the undersigned, a notary public in and for said county in said state, hereby certify that Guy K. Mitchell, Jr., whose name as Manager of Deshazo Crane Company, L.L.C., an Alabama limited liability company, 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 Manager and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 13 day of JANUARY, ~~2003~~ 2004



Notary Public

[NOTARIAL SEAL]

My commission expires: 12/28/07

STATE OF ALABAMA

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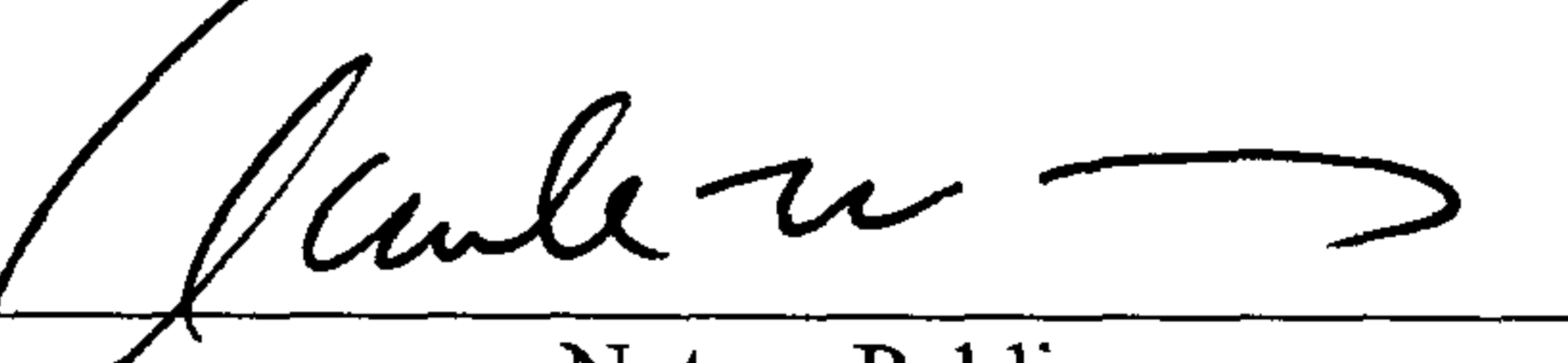
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JEFFERSON COUNTY

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I, the undersigned, a notary public in and for said county in said state, hereby certify that GEORGE W. CANNON, whose name as VICE-PRESIDENT of First Commercial Bank, an Alabama state bank, 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 association.

Given under my hand and official seal this 13 day of JANUARY, ~~2003~~ 2004



Notary Public

[NOTARIAL SEAL]

My commission expires: 12/28/07

EXHIBIT A

Legal Description

A part of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 18, Township 21 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southwest corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 18, Township 21 South, Range 2 West Shelby County, Alabama and run thence Northerly along the West line of said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the West line of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ a distance of 1,458.55 feet to the point of beginning of the property being described; thence turn $92^{\circ}25'00''$ left and run Westerly 647.19 feet to a point; thence turn $91^{\circ}11'34''$ right and run Northerly 818.28 feet to a point; thence turn $94^{\circ}03'57''$ right and run Easterly 65.40 feet to a point; thence turn $00^{\circ}02'05''$ left and continue Easterly 440.00 feet to a point; thence turn $90^{\circ}00'00''$ left and run Northerly 249.00 feet to a point; thence turn $90^{\circ}00'00''$ left and run Northerly 249.00 feet to a point; thence turn $90^{\circ}00'00''$ right and run Easterly 209.60 feet to a point on the Westerly right of way line of the Louisville and Nashville Railroad Track; thence turn $63^{\circ}06'30''$ right and run Southeasterly along said right of way line a distance of 1,123.96 feet to a point; thence turn $116^{\circ}27'55''$ right and run Westerly a distance of 521.36 feet to the point of beginning.

Situated in Shelby County, Alabama.