

**SECOND AMENDMENT TO
MORTGAGE AND SECURITY AGREEMENT**

THIS SECOND AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT (this "Amendment"), is entered into on or as of March 1, 2006, by and between **DESHAZO CRANE COMPANY, L.L.C.**, an Alabama limited liability company (the "Mortgagor"), and **FIRST COMMERCIAL BANK**, an Alabama banking corporation (the "Mortgagee").

RECITALS:

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, Alabama (the "Probate Office") as Instrument No. 20020830000416820, as amended by that certain First Amendment to Mortgage and Security Agreement by and between the Mortgagor and the Mortgagee dated as of December 31, 2003 and recorded as Instrument No. 20040122000038350 in the Probate Office (as so amended, the "Mortgage").

B. The Mortgage was granted as security for (i) that certain Revolving Note in the maximum principal amount of \$5,000,000.00 dated August 29, 2002 executed by the Mortgagor in favor of the Mortgagee (the "Revolving Note") and (ii) that certain Term Note in the original principal amount of \$490,875.09 dated August 29, 2002 executed by the Mortgagor and the Mortgagee (the "Term Note").

C. The Revolving Note and the Term Note were issued pursuant to the terms of that certain Revolving and Term Loan Agreement dated August 29, 2002 by and between the Mortgagor and the Mortgagee (as subsequently amended, the "Loan Agreement").

D. Pursuant to the terms of that certain Third Amendment to Revolving and Term Loan Agreement dated as of April 15, 2005, and that certain Amended and Restated Revolving Note in the maximum principal amount of \$5,000,000.00 dated April 15, 2005 executed by the Mortgagor and DeShazo Service Company, LLC ("DeShazo Service"), DeShazo Service became a co-borrower with the Mortgagor under the Revolving Note.

E. The Loan Agreement is being amended and restated by (i) that certain Revolving Loan Agreement of even date herewith by and between Mortgagor and Mortgagee (the "DeShazo Crane Loan Agreement") and (ii) that certain Revolving Loan Agreement by and between DeShazo Service and Mortgagee (the "DeShazo Service Loan Agreement").

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THE PRINCIPAL INDEBTEDNESS SECURED BY THIS INSTRUMENT IS BEING REDUCED FROM \$5,000,000.00 TO \$4,000,000.00. THE MORTGAGE RECORDING TAX HAS PREVIOUSLY BEEN PAID ON \$5,000,000.00 OF PRINCIPAL INDEBTEDNESS, AND ACCORDINGLY, NO FURTHER MORTGAGE RECORDING TAX IS CURRENTLY PAYABLE.

F. The Mortgagor, the Mortgagee and DeShazo Service have agreed to bifurcate and reduce the principal amount of the Revolving Note by virtue of (i) that certain Amended and Restated Revolving Note of even date herewith in the maximum principal amount of \$2,000,000.00 executed by the Mortgagor in favor of the Mortgagee (the "DeShazo Crane Revolving Note") and (ii) that certain Amended and Restated Revolving Note of even date herewith in the maximum principal amount of \$2,000,000.00 executed by DeShazo Service in favor of the Mortgagee (the "DeShazo Service Revolving Note").

G. The Mortgagee desires to enter into this Amendment in order to provide that the Mortgage shall continue to secure the Revolving Note, as bifurcated, reduced, amended and restated by (i) the DeShazo Crane Revolving Note and (ii) the DeShazo Service Revolving Note.

NOW, THEREFORE, for in consideration of the Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor and the Mortgagee do hereby agree as follows:

1. The "Secured Indebtedness", as defined in the Mortgage, shall hereafter include the payment and performance of all obligations of DeShazo Crane and DeShazo Service under the Revolving Note, as amended and restated by (i) the DeShazo Crane Revolving Note and (ii) the Revolving Note, and any and all renewals, extensions, modifications, substitutes or increases of the DeShazo Crane Revolving Note or the DeShazo Service Revolving Note, or any part thereof.

2. The "Loan Documents" and the "Notes", each as defined in the Mortgage, shall hereafter include the Revolving Note, as increased, amended and restated by (i) the DeShazo Crane Revolving Note and (ii) the DeShazo Service Revolving Note, and any and all renewals, extensions, modifications, substitutes or increases of the DeShazo Crane Revolving Note or the DeShazo Service Revolving Note, or any part thereof.

3. The occurrence of an "Event of Default" under the DeShazo Crane Revolving Note, the DeShazo Crane Loan Agreement, the DeShazo Service Revolving Note or the DeShazo Service Loan Agreement shall constitute an Event of Default under the Mortgage.

4. Mortgagor hereby affirms and restates each and every representation contained in the Mortgage as of the date hereof.

5. Mortgagor and Mortgagee agree that all other terms of the Mortgage shall remain unchanged in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective duly authorized managers or officers, as applicable, as the day and year first above written.

MORTGAGOR:

DESHAZO CRANE COMPANY, L.L.C.

By: Guy K. Mitchell, Jr.
Guy K. Mitchell, Jr.
Its: Manager

FIRST COMMERCIAL BANK

By: Brian W. Cannon
Its: VP