

FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT (the "First Amendment") is made effective as of July 12, 2006, between **WTD, LLC**, an Alabama limited liability company (the "Borrower"), and **WACHOVIA BANK, NATIONAL ASSOCIATION**, a national banking association (the "Bank").

WHEREAS, Borrower executed and delivered in favor of Bank that certain Mortgage and Security Agreement dated as of February 28, 2006, recorded as Instrument Number 20060321000131530 in the office of the Judge of Probate of Shelby County, Alabama (the "Mortgage"); and

WHEREAS, Borrower and Bank desire to amend the Mortgage in order to increase the principal indebtedness secured thereby from \$931,543.17 to \$1,031,543.17, as provided for hereinafter.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Borrower and Bank hereby agree that the Mortgage is amended as follows:

1. The first WHEREAS paragraph on the first page of the Mortgage is hereby deleted in its entirety, and the following new first WHEREAS paragraph is substituted in lieu thereof:

WHEREAS, Borrower is justly indebted to Bank in the principal amount of One Million Thirty-One Thousand Five Hundred Forty-Three and 17/100 Dollars (\$1,031,543.17), or such portion thereof as has been disbursed from time to time under the provisions of the Credit Agreement, such indebtedness being represented by the Note; and

2. The Mortgage is hereby amended to provide that the maximum principal indebtedness secured by the Mortgage is \$1,031,543.17 (\$100,000.00 of such amount being the amount of increased indebtedness on which mortgage recording tax is due upon the recording of this First Amendment).

3. Except as hereinabove expressly amended the terms of the Mortgage are hereby ratified and affirmed.

* * * * *

20060728000939640 1/2
Bk: LR200612 Pg:20895
Jefferson County, Alabama
I certify this instrument filed on:
07/28/2006 12:26:50 PM MTG
Judge of Probate- Mark Gaines

IN WITNESS WHEREOF, this First Amendment has been duly executed as of the day and year first above written.

WTD, LLC

By: [Signature]
Its: Manager

20060728000939640 2/2
Bk: LR200612 Pg:20895
Jefferson County, Alabama
07/28/2006 12:26:50 PM MTG
Fee - \$7.00
Mortgage Tax -\$150.00
Total of Fees and Taxes-\$157.00
WILSONN

WACHOVIA BANK, NATIONAL
ASSOCIATION

By: Tod Ferguson
Its: VICE PRESIDENT

STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Delton L Clayton, whose name as Manager of WTD, LLC, 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 limited liability company.

Given under my hand and official seal, this the 12 day of July, 2006.

[Signature] [SEAL]
Notary Public
My Commission Expires: 11-3-2008

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that TOD FERGUSON, whose name as VICE PRESIDENT of Wachovia Bank, 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/she, as such officer and with full authority, executed the same voluntarily for and as the act of said national banking association.

Given under my hand and official seal, this the 12 day of July, 2006.

[Signature] [SEAL]
Notary Public
My Commission Expires: 11-3-2008