SECOND AMENDMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT

This SECOND AMENDMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT (herein referred to as "this Amendment") is entered into as of December 19, 1985 by and between TEMPEL STEEL COMPANY, an Illinois corporation having its chief executive office at 5990 West Touhy Avenue, Niles, Illinois 60648 (herein, together with its successors and assigns, referred to as the "Mortgagor") and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association Maving its principal place of business at 231 South LaSalle Street, Chicago, Illinois 60697 (herein, together with its successors and assigns, referred to as the "Mortgagee").

RECITALS:

Note. The Mortgagor and Mortgagee have heretofore entered into a Credit Agreement dated as of July 7, 1981 pursuant to which the Mortgagee was to make and has made loans to the Mortgagor on a revolving basis in amounts not to exceed \$60,000,000. Said loans were evidenced by a revolving promissory note (herein referred to as the "Initial Note") made by the Mortgagor payable to the order of the Mortgagee in the principal amount of \$60,000,000.

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The Mortgagor and Mortgagee have heretofore entered into a certain Amendment and Restatement of Credit Agreement dated as of May 4, 1984, amending and restating the Credit Agreement (the Credit Agreement as so amended and restated is referred to herein as the "Restated Loan Agreement"), pursuant to which the Mortgagee was to make and has made loans to the Mortgagor on a revolving basis in amounts not to exceed \$55,020,000 and on a term basis in the amount of \$10,000,000. Said loans were evidenced by a promissory note made by the Mortgagor payable to the order of the Mortgagee in the principal amount of \$10,000,000 (herein referred to as the "Term Note") and by a promissory note replacing the Initial Note in a principal amount not to exceed \$55,000,000 (hereinafter referred to as the "Restated Revolving Note").

B. Amended Mortgage. Pursuant to the Credit Agreement, the Mortgagor executed and delivered to the Mortgagee a certain Mortgage, Assignment of Leases and Rent. and Security Agreement dated as of July 7, 1981 encumbering the property described therein and recorded on July 10, 1981 in the Recorder's Office of Cook County, Illinois as Document No. 25933432.

Pursuant to the Restated Loan Agreement, the Mortgagor executed and delivered to the Mortgagee a certain First Amendment of Mortgage, Assignment of Leases and Rents and Security Agreement dated as of May 4, 1984, amending the

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Mortgage, Assignment of Leases and Rents and Security
Agreement (the Mortgage, Assignment of Leases and Rents and
Security Agreement as so amended is referred to herein as
the "Amended Mortgage") and recorded on May 11, 1984 in the
Recorder's Office of Cook County, Illinois as Document No.
27081821.

- C. Amendments. The Mortgagor and Mortgagee have entered into a certain first Amendment to Amendment and Restatement of Credit Agreement dated as of even date herewith amending the Restated Loan Agreement (the Restated Loan Agreement as so amended and as it may be reafter be from time to time amended, supplemented or modified is referred to herein as the "Loan Agreement"). Said First Amendment to Amendment and Restatement of Credit Agreement provides, inter alia, for the Mortgagor to execute a promissory note in substitution for, but not in payment of the Restated Revolving Note, which note will evidence the same indebtedness evidenced by the Restated Revolving Note as well as \$5,000,000 of additional indebtedness of the Mortgagor to the Mortgagee.
- D. This Amendment. In order that the Amended Mortgage will continue to secure the indebtedness evidenced by (i) the Restated Revolving Note, which indebtedness will be henceforth evidenced by a promissory note replacing the Restated Revolving Note and (ii) the Term Note (herein and

tiwas the standard of the most space and standard the continuence of t វាត្តមានប្រជាពលរបស់ ឯកនាន និក្សាស្រ្ត សុខភាព ១០០០០០០០០១១ និង នៅជា ស្រីស្សាននាន់ ស **១១៧និ** markened for the tree to be the control of the control of the first the control of the control o Es losossopo policisto de celo la como de la considerada esta omit of early the reserve Transdiger of the Deboeme of as mister of berease / . . . There we be insensing its bases dispensión de deservición de la bura entre para escult. Altre esila andri errberang di Carse flated to chome retres bee ជានិ មានបញ្ជាប់បាន ស. កម្ម ។ **៤ ខែ**សាស យុង ខេត្តទង្គរ នៅ**អ**ាការ ។ ក្នុង beduties out to seem of the dispetations mer ent south to 161w ends Boy, lying Mole, wish indebi edore ad lancon in the the decidence aready adorated as . Said io standonimisto, tenno 1200s in modelino di Pirae Ilaw Miragrap to the Mocharac

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in the Amended Mortgage as amended hereby), the Mortgagor and Mortgagee have agreed to enter into this Amendment (the Amended Mortgage as amended by this Amendment and as it may hereafter be from time to time amended, supplemented or modified, is herein referred to as the "Mortgage").

NOW, THEREFORE, for and in consideration of Mortgagee's execution and delivery of the First Amendment to Amendment and Restatement of Credit Agreement, any loan, advance or other financial accommodation made by the Mortgagee to or for the benefit of the Mortgagor and the agreements contained herein and in the Loan Agreement, and for other good and valuable consideration, the parties hereto agree as follows:

- 1. Recital A of the Amended Morcgage is hereby amended to read as follows:
- "A. Loan Agreement and Amount and Mortgage. The

 Mortgagor is the owner of the real estate which is described
 in the Mortgage (as hereinafter defined), of rents and
 leases deriving therefrom and of other property now or
 hereafter acquired and used or useful in connection
 therewith. Mortgagor and Mortgagee entered into a Credit
 Agreement dated as of July 7, 1981 providing for the
 Mortgagor's performance of certain covenants, satisfaction
 of certain conditions and making of certain representations
 and warranties and for loans and advances to be made from

in the Amended Marinage as americal hardonis the Marhgagar and Martgague hard series of the editor from this Amendment (the Amended Martgague as amended or this invandment and as it may hereafter be from the ordered, supplemented or modified, is hereafter televisia as as an acceptance to the market world as hereafter televisia as as as another modified, is hereafter televisia as as as and respective.

NOW, THERESTANCE, the constituent of Martgages's execution and deciment of the constituent and Restaughton and deciment of the first of the constituent of the following the constituent of the forequest will be considered and the constituent of the constituent of the constituent of the constituent of the consideration of the passing and for other good and valuable consideration in passing hereto agree as follows:

1. Recital A of the Amended stregage is hereby amended to read an fellows:

"A. Loan Act Charles and the anaderic services which is described in the Mortgager is the lower of the less follows, of rents and leases desiving theoretical and three follows and the Mortgager adjusted on the less follows of the sewith. Mortgager adjusts and the sewith. Mortgager and the last the contract into a Credit Agreement develor of the less the product of the Mortgager's permit and the less than the last and the last of the last and varianties and the lost of the last of the last and warranties and the lost of the last and warranties and the lost of the last and warranties and the lost of the last and said of made from and warranties and the lost of the last of

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time to time by the Mortgagee to the Mortgagor on a revolving basis pursuant to the terms and conditions set out therein, in amounts not to exceed in the aggregate at any one time outstanding sixty million and no/100 dollars. Mortgagor and Mortgagee entered into an Amendment and Restatement of Credit Agreement dated as of May 8, 1984 (herein referred to as the "Amendment and Restatement"; the Credit Agreement as amended and restated by the Amendment and Restatement is merein referred to as the "Restated Loan Agreement") providing, inter alia, for (i) loans to be made from time to time by the Mortgagee to the Mortgagor on a revolving basis (herein referred to as the "Revolving Loans") in amounts not to exceed in the aggregate at any one time outstanding fifty-five million and no/100 dollars for all such Revolving Loans and for the aggregate amount outstanding of reimbursement under any letters of credit (herein referred to as "Letters of Credit") that may be issued by the Mortgagee for the account of the Mortgagor, and (ii) a term loan (herein referred to as the "Term I oan") in the principal amount of ten million and no/100 dollars The Restated Loan Agreement provides that the sum of (a) the outstanding principal amount of the Term Loan, plus (b) the aggregate principal amount of all Revolving Loans which the Mortgagee is committed to have outstanding under the Restated Loan Agreement, plus (c) the aggregate outstanding amount of

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all Letters of Credit, shall not at any one time exceed sixty-five million and no/100 dollars. The Mortgagor and Mortgagee have entered into a First Amendment to Amendment and Restatement of Credit Agreement (herein referred to as the "First Amendment"; the Restated Loan Agreement as amended by the First Amendment, and as it may hereafter be from time to time amended, supplemented or modified, is herein referred to as the "Loan Agreement") dated as of even date herewith providing for Revolving Loans in amounts not to exceed in the aggregate at any one time outstanding SIXTY MILLION AND NO/100 DOLLARS (\$60,000,000.00) for all such Revolving Loans. The Loan Agreement provides that the sum of (a) the outstanding principal amount of the Term Loan plus (b) the aggregate principal amount of all Revolving Loans which the Mortgagee is committed to have outstanding under the Loan Agreement, plus (c) the aggregate outstanding amount of all Letters of Credit, shall not at any one time exceed SEVENTY MILLION AND NO/100 DOLLARS (\$70,000,000.00) (herein referred to as the "Loan Amount"). The Loan Amount includes, and, except for an additional \$5,000,000, is not in addition to, amounts advanced pursuant to the Restated Loan Agreement. Pursuant to the terms of the Loan Agreement, the Mortgagor has executed and delivered to Mortgagee a certain Mortgage, Assignment of Leases and Rents and Security Agreement dated as of July 7, 1981 encumbering

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the property described therein and recorded on July 10, 1981 in the Recorder's Office of Cook County, Illinois as Document 25933432 (herein referred to as the "Initial Mortgage"), a certain First Amendment of Mortgage, Assignment of Leases and Rents and Security Agreement dated as of May 4, 1984 there recorded on May 11, 1984 as Document 27081825 Cherein referred to as the "First Amendment to Mortgage"), and a certain Second Amendment of Mortgage, Assignment of Leases and Rents and Security Agreement dated as of December 19, 1985 (herein referred to as the "Second Amendment to Mortgage"; the Initial Mortgage as amended by the First Amendment to Mortgage and the Second Amendment to Mortgage, and as it may hereafter be from time to time amended, supplemented or modified, is herein referred to as the "Mortgage"). Any references to the term "Mortgage, Assignment of Leases and Rents and Security Agreement" in any documents evidencing or securing the indebtodness in the Loan Agreement shall be deemed references to the Mortgage."

- 2. Recital B of the Amended Mortgage is amended nereby to read as follows:
- "B. Note, Principal and Interest. Pursuant to the Credit Agreement, the Mortgagor has executed and delivered to Mortgagee a revolving promissory note dated of even date with the Credit Agreement, payable to the order of the Mortgagee at its principal place of business on or before

the property described the alsocat bedates yourgot said in the Recorder's Office of Court Courty livings as Decoured 23933430 (Forest elected bit the "Individal Mortgagett, a parkarı Sarer Amerikki ol Mortgage. Assignment of Leases and Menta said Security Agreement dated As of May 4, 1986 there illereder the day life 1986 as Document Norveyage"), and a feltel of the felter if the a cliffer of Kerteyaga beauth dates aska grant wit had reform that remod to daying teed age et becekber in. .eth diserrores commission in Becomb. Amondments to Moregary to the Farter of the basis of animal property the First Amenement to Januard the Second Amendment to nuis ou sait most a Compuenci yan da as bua copapiti amended, supplemented of the colorest of the colorest of the ABBBBTTORY STOTEST, OF THURSDAY EVAN ("approach" and Assignment to the Leave Markette Court Court Care Agreement to edd of gaenbesoufel edi elleria ar grin 👉 ee gaesuubob gas Long to the Murtines is a converse to the Murtylege". 2. Maritalia of the feether entropy as asended hereby rawnilgt as isom of

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the Termination Date (as that term is defined in the Credit Agreement) in the maximum principal amount of \$60,000,000.00 (herein, such revolving promissory note shall be called the "Initial Note"). Pursuant to the Restated Loan Agreement, the Mortgagor has executed and delivered to the Mortgagee the following: (i) a revolving promissory note dated as of July 7, 1901, payable to the order of the Mortgagee on or before June 30 1989 in the maximum principal amount of \$55,000,000.00 amending and restating the Initial Note in its entirety (herein, such note shall be called the "Restated Revolving Note", and (ii) a term note dated the date of the Term Loan (defined as in the Loan Agreement), payable to the order of the Mortgagee in the principal amount of \$10,000,000.00, the final installment of which is due and payable on June 30, 1989 (herein such note, together with any and all amendments or supplements thereto, extensions thereof and notes which may be taken in whole or partial renewal, substitution or extension thereof or which may evidence any of the indebtedness evidenced by said nore shall be called the "Term Note"; the Restated Revolving Note and Term Note are sometimes herein referred to in the collective singular as the "Restated Note"). The Term Note and the Restated Revolving Note each bear interest as provided in the Restated Loan Agreement.

Pursuant to the Loan Agreement, the Mortgagor has executed and delivered to the Mortgagee a further restated

the Termination Date (er chie bers is defined in the Credit Agreement) in the manifest principal amount of \$60,000,000.00 said balled od flada edon y: http://do.gaphviower.doug..niecad "Initial Note"). Enragant to the sectored total Adresments appagatom odd op hans in the branchines and popagatom add to be bodob ofthe various of the allevent, fit inchesitations July 2, 1981, payon or black of the Mortangee or or beicte June 30, 1343 in one made or orinoidal amount of wi stok istrict win producer one pattream, 00.000, 200, 200 odd beklar ed likurk erku kowe kelovedy ydeoldbe ledi Thestated Revolving the Chinach (11) a them note dated the date of the fers form (decined is it the formant), Ingitial in set of the pavable to the cude: of the K amount of \$19,000,100.00. sidoidw lo premitorent in all Tablisgos, aston dous misself, 2001 of the no sideyed ban exb with any and all are regard to a present the box yes drive exteriorand thereal and notice action are he taken in whole or paraust regerate, when that too an account thereof or which than bine ye becastiles seems to be to ves own in ves gna) One called the "Mean This are a Escape of Recolding Note edf ni wi Georgie: wie tod temlitem i eie eight mreft bigd dollengive singular at the "Restaged Note"; . The Term Note - an deedarn), there is a convenience of field their and bos provided in the Rectarth boad Agreement,

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revolving promissory note dated of even date hereof, payable to the order of the Mortgagee on or before June 30, 1989 in the maximum principal amount of \$60,000,000.00, such revolving promissory note in substitution for, but not in payment of the Restated Revolving Note (herein, such note, together with any and all amendments or supplements thereto, extension; thereof and notes which may be taken in whole or partial renewal, substitution or extension thereof or which may evidence any of the indebtedness evidenced by said note, shall be called the "Revolving Note"). The Revolving Note evidences new indebtedness of the Mortgagor to the extent of \$5,000,000 and to the extent of \$55,000,000 evidences indebtedness previously evidenced by the Restated Revolving Note (the Revolving Note and the Term Note are herein referred to in the collective singular as the "Note")."

- 3. The first paragraph of Recital E of the Amended Mortgage is hereby amended to read as follows:
- "E. The Liabilities. Mortgagor has agreed to make the Mortgage to the Mortgagee, for the purpose of securing the following (herein sometimes collectively called the "Liabilities"): (i) the payment of the principal of and interest on the Note; (ii) the performance of the covenants, obligations and agreements (and the truth of all representations and warranties) of the Mortgagor pursuant to the Loan Agreement, the Note, the Mortgage and the other

revolving promissor, note dated at area date honeof, payable to the order of the Jorqueges on a being June 10, 1989 in the maximum princepal actual of 800.000,000,000,000 puch second Hi don dua vecă pula litedal ni elen violenimoto gniviover advention to the Gentried Savistant to Energia add to Energia contradia binamaignus ar encurirario di. Esta una distre gadiapad extremaiors thereon all our coers who have be haven in whole or paithal receval, roller had no alternation through may syidence any of the finerby seven colds and to una ecobive year ston priviose calles con to the college would be desired with a work and the college with the college college college. ào saesne edu où report il edd fu caerle drhat wen sebneblive sauneaive (60. Chair et au aréire est od fina 600,000 (8 indebedees previously day book I while Choleres Revalving Motes (the Savolognes and the company of the personal and the same "of"stoll sat as as as areas in opelitos oris um co berreisia Section with the distance to the recent terms of Morrgage is hardy reserved to seel as follower The Lishellings. Hosepage has agreed to make the nada, pribricada in aborrollo direction de la companya de la companya de la companya de la companya de la comp said believ year. Le les eats elle ristes) pelvolici Establishments (if our parment or the principle of and interrest on the Mars; (1); and perconsere of the covenants, lik de deten er i broj a ner slos bas sheilseilde od-fasering ropegator one in factor and endiagence bus modesdanders the Boan Agreemert, the Rose, the electrone and the other

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Security Agreements; (iii) repayment of any advances or expenses of Mortgagee to protect the Collateral (hereinafter defined), performance of any obligation of Mortgagor hereunder or collection of any amount owing to Mortgagee which is secured hereby; (iv) all amounts payable by the Mortgagor to the Mortgagee with respect to the Letters of Credit; and (v) the prompt payment or performance of any and all other liabilities, obligations and indebtedness, howsoever created, arising or evidenced, direct or indirect, absolute or contingent, now or hereafter existing or due or to become due, of the Mortgagor to the Mortgagee pursuant to or in connection with the Loan Agreement (provided, however, that the maximum amount included vithin the Liabilities on account of principal advances made by the Mortgagee to or for the account of the Mortgagor shall not exceed twice the Loan Amount, plus the total of all advances made by the Mortgagee to protect the Collateral and the security interest and lien created hereby, plus interest on all of the foregoing, and plus all costs of enforcement and collection of this Mortgage and the other Liabilities).

4. The Mortgagor confirms for the benefit of the Mortgagee that the Amended Mortgage, as amended hereby, secures the payment of principal of and interest on the Note and all of the other Liabilities (all as defined in the

Park Barbarana, bara 197 The section of the contract of to a single financial of the second of the control · 最高基础专业的证明。 1990年1991年 1991年 ි කත්ව අත මන්ත්වෙයල් රටක්ව විය විද්යා වියවද වේ. එමෙනු මුදු විද්යාවේ මුදු විද්යාවේ 💫 វិទា ស្រីក្នុងក្រុម ប្រទេស ស្រែក ស្រែក ស្រែក ស្រែក សមត្ថ ខេត្ត ស្រែក ស្រែក ស្រែក នេះ ប្រធានធ្វើទ**ំបុស** a engag garan ediklegipana galaba<mark>st</mark> - Color Grandin Commit Resto dis . That the control of an income of the control of t Production of the second of the production of the Landing and the control was into the light breaking facilities and dutional composition and daily - ab of bewarth M. will Agramitadi No (rucoba Bo (18) no supresmi mais a filter between S. (200 tagram) Sona consensitions of a real life reput beta large partitioned "ileartifical ferth our managerings ours by Astrociabo reductionally accompanies of the contract of t ្នុក្សាមក្រុស ស្រីស្នាស់ ស្រី សម្រេច ស្រីស្នាក់ ស្រី ប្រធានក្រុស ស្ត្រីស្នាក់ មានប្រធានក្រុម ប្រធានក្នុង ប្រធាន adaki ada bin panasari Pak Domini bin ng milay pakasandan aga asaganana and for the other control of the day of the fact that the

Mortgage) and that future advances shall have the same priority as if advanced at the date of this Amendment and in furtherance thereof, does hereby CONFIRM, MORTGAGE, GRANT, CONVEY, TRANSFER and ASSIGN UNTO Mortgagee, its successors and assigns, and does hereby grant to Mortgagee and its successors and assigns, forever, a continuing security interest in and to, all of the Collateral.

5. Except as herein amended and supplemented, the Amended Mortgage is reaffirmed and shall remain in full force and effect.

WITNESS the hands and seal of the Mortgagor and the Mortgagee, at Chicago, Illinois on the day first above written.

[SEAL]

Attest:

a 1 mullian

Secretary/

TEMPEL STEEL COMPANY

By:

Namé: Tér

Tempel Smith

[SEAL]

Attest:

Banking Officer

CONTINENTAL ILLINOIS NATIONAL BANK

AND TRUST COMPANY OF CHICAGO

By:

Name: Douglas M

Title:

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Written

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Att call

SMAG JAMOTTAM STOWESSE TRIPDER, 200 normobile se humani nel

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This instrument was prepared by and upon recordation should be returned to:

Rochelle B. Price Mayer, Brown & Platt 231 South LaSalle Street Chicago, Illinois 60604

BOX 333 - HV

Property of Cook County Clerk's Office

This instrument was propaged by and apon incordation should be returned for

Stope Typor Coot County Clark's Office

Rochelle B. Price Mayer, Brown & Plate 131 South LaSalio Strest Chicago, Illinois 60893

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STATE OF ILLINOIS)) SS. COUNTY OF C O O K)
said County, in the State aforesaid, DO HEREBY CERTIFY THAT Duals M Paul and Calling N (State aforesaid, DO HEREBY CERTIFY THAT personally known to me to be the year of Continental Illinois National Bank and Trust Company of Chicago and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses
and purposes therein set forth.
day of Vancount 1985.
My Commission Expires:
My Commission Et. Des April 19, 1988
My Commission Expires: My Commission E. Juss April 19, 1988

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STATE OF ILLINOIS county of cook

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STATE OF ILLINOIS) SS.
COUNTY OF C O O K
I, Karla J. Carey , a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Tempel Smith, Jr., personally known to me to be the President of TEMPEL STEEL COMPANY, an Illinois corporation, and Anne T. Mulligan, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary of said corporation, and caused the corporate seal of said
corporation to be affixed thereto, pursuant to authority.
given by the Board of Directors of said corporation [as Trustee as aforesaid] as their free and voluntary act, and
as the free and voluntary act and deed of said
corporations's President, for the uses and purposes therein set forth.
of December , 1985.
Marlo J. Carey Notiry Public
My Commission Expires:
4-19-88
My Commission Expires: 4-19-88

STATE OF IDEINOIS COUNTY OF C O O R

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