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

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This SECOND AMENDMENT OF WOLCOTT LEASEHOLD 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 Touny 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
having 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 heretofcre 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 \$55,000,000 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 "Rescated Revolving Note").

B. Amended Mortgage. Pursuant to the Credit Agreement, the Mortgagor executed and delivered to the Mortgagee a certain Wolcott Leasehold Mortgage, Assignment of Leases and Rents and Security Agreement dated as of July 7, 1981 encumbering the leasehold estates described therein and recorded on August 13, 1981 in the Recorder's Office of Cook County, Illinois as Document No. 25968424.

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

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1984, amending the Wolcott Leasehold Mortgage, Assignment of Leases and Rents and Security Agreement (the Wolcott Leasehold 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. 27081826.

- 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 hereafter 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

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Restated Revolving Note and (ii) the Term Note (herein and 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, INTREFORE, 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:

- Recital A of the Amended Mortgage is hereby amended to read as follows:
- Mortgagor is the owner of the leasehold interest in 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

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representations and warranties and for loans and advances to be made from 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. The 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 herein 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 rifty-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 Loan") 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

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outstanding under the Restated Loan Agreement, plus (c) the aggregate outstanding amount of 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 Ican 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 Wolcott

outstanding under the Lagraton erer Auroestet, plus (c) the aggreeste outebaching amture of articus of Credity shall - 801/cm bus notified out to all the east day you do ton s odni Beredne evanje koj i se leta korupakom edm i izmsliko Pince Case Manual by Articlesia and Correct Of Credit Restaund Loan Agreetest on territority site Eigen America anna and we at may become the his firm that the bird and deck negal" end as of service of the bootines to bearing to eque on the room of one back the second and the da simperpagisht of homes our rear electric by asset beivibyai ACT AND HOLLOW DOWNERS 2000) shabay (maka) amiy landi yak (960,000,000,000) pulbasdudge ed. iecia (sebityong domasaspA principal enemals of the form in the color of the adjusting end loand which the Markabes. ingums legioning CONTRACTOR OF THE STREET in accoming the ic sthirm. The he winted in his front prendagos (wit (o) suig WER MOT HIEM TENNISHE Frankrichter ohe voe er eine Finde. ends an or herselet aleane to all to telefor the enderred to as the - Yor dagaams (One lessbules) less north alet elle (lightness, essa' ar additions to soldible at the second control of the second of advanced communication but the but the bottomer bottomer th the terms of the love Aureur and the decinages has t executed and delivered to Morrosmon a certain Wolvert

Leasehold Mortgage, Assignment of Leases and Rents and Security Agreement dated as of July 7, 1981 encumbering the leasehold estate described therein and recorded on August 13, 1981 in the Recorder's Office of Cook County, Illinois as Document 25968424 (herein referred to as the "Initial Mortgage"), a certain First Amendment of Wolcott Leasehold Mortgage, Assignment of Leases and Rents and Security Agreement dated as of May 4, 1984 there recorded on May 11, 1984 as Document 27081826 (herein 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 Mortjage"; the Initial Mortgage as amended by the First Amendment to Portgage 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 indebtedness in the Loan Agreement shall be deemed references to the Mortgage."

- 2. Recital B of the Amended Mortgage is amended hereby to read as follows:
- "B. Note, Principal and Interest. Pursuant to the Credit Agreement, the Mortgagor has executed and delivered

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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 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: (1) a revolving promissory note dated as of July 7, 1981, 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 of partial renewal, substitution or extension thereof or which may evidence any of the indebtedness evidenced by said note shall be called the "Term Note"; the Restated Revolving Note and the Term Note are sometimes herein referred to in the collective singular as the "Restated Note"). The Term Note

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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 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, 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 note, shall be called the "Revolving Note". The Revolving Note evidences new indebtedness of the Mortagor to the extent of \$5,000,000 and to the extent of \$55,000,000 avidences 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

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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 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 Mortgages 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 within the Liap lities on account of principal advances made by the Mortgages 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

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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 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, 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.

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

[SEAL]

Attest:

TEMPEL STEEL COMPANY

[SEAL]

Attest:

Banking

CONTINENTAL ILLINOIS NATIONAL BANK

AND TRUST COMPANY OF CHICAGO

By

By:

Name: I

Title:

onglas M. P

Title

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

Officer

EOX 333 - HV

This instrument was mapped by and upon recordation should be retuined to:

Rochelle 3. Price

Rochelle B. Pride Mayer, Brown & Pless 231 South LaSalle Strat Chicago, Illinois (000)

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STATE OF ILLINOIS) SS.	
COUNTY OF C O O K)	
I, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT and personally known to me to be the and said 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.	
GIVEN under my band and notarial seal this day of the control 1986. 26	
My Commission Expires:	
My Commission Excitor to 11 19 1928	
My Commission Expires: Wy Commission Expires: 1988	AN 11: 22

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) 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 icknowledged that as such
President and Secretary of said
corporation, and caused the corporate seal of said corporation to be acrived 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.
GIVEN under my hand and notarial seal this 19th day
of <u>December</u> , 1985.
\mathcal{L}
Hara C. Carey
Notary Addit
My Commission Expires:
7
4-19-88

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