

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

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This THIRD AMENDMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT (herein referred to as "this Amendment") is entered into as of December 14, 1987 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 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").

R E C I T A L S:

A. Restated Loan Agreement and Restated Revolving Note. The Mortgagor and Mortgagee have heretofore entered into a Credit Agreement dated as of July 7, 1981 (herein referred to as the "Credit 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 \$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.

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 "Restated Revolving Note").

B. First Mortgage Amendment. Pursuant to the Credit Agreement, the Mortgagor executed and delivered to the Mortgagee a certain Mortgage, Assignment of Leases and Rents and Security Agreement dated as of July 7, 1981 (herein referred to as the "Original Mortgage") encumbering the property described therein and recorded on July 10, 1981 in the Recorder's Office of Cook County, Illinois as Document No. 25933432.

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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 Original Mortgage (herein referred to as the "First Mortgage Amendment") and recorded on May 11, 1984 in the Recorder's Office of Cook County, Illinois as Document No. 27081825.

C. Second Mortgage Amendment. The Mortgagor and Mortgagee have heretofore entered into a certain First Amendment to Amendment and Restatement of Credit Agreement dated as of December 19, 1985 amending the Restated Loan Agreement (herein referred to as the "First Loan Agreement Amendment") pursuant to which, inter alia, the Mortgagor executed and delivered to the Mortgagee a promissory note (herein referred to as the "Revolving Note") in substitution for, but not in payment of, the Restated Revolving Note, which note evidences the same indebtedness evidenced by the Restated Revolving Note as well as \$5,000,000 of additional indebtedness of the Mortgagor to the Mortgagee.

Pursuant to the First Loan Agreement Amendment, the Mortgagor executed and delivered to the Mortgagee 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 Mortgage Amendment"), amending the Original Mortgage as amended by the First Mortgage Amendment (the Original Mortgage as so amended by the First Mortgage Amendment and the Second Mortgage Amendment is referred to herein as the "Amended Mortgage") and recorded on January 13, 1986 in the Recorder's Office of Cook County, Illinois as Document No. 86015517.

D. Second, Third and Fourth Loan Agreement Amendments.

The Mortgagor and Mortgagee have heretofore entered into a certain Second Amendment to Amendment and Restatement of Credit Agreement dated as of September 19, 1986 (herein referred to as the "Second Loan Agreement Amendment") and a certain Third Amendment to Amendment and Restatement of Credit Agreement dated as of April 9, 1987 (herein referred to as the "Third Loan Agreement Amendment") amending the Restated Loan Agreement.

The Mortgagor and Mortgagee have entered into a certain Fourth Amendment to Amendment and Restatement of Credit Agreement dated as of December 14, 1987 (herein referred to as the "Fourth Loan Agreement Amendment") amending the Restated Loan Agreement (the Restated Loan Agreement as so amended and as amended by the First Loan Agreement Amendment, the Second Loan Agreement Amendment and the Third Loan Agreement Amendment and as it may be hereafter be from time to time amended, supplemented or modified is referred to herein as the "Loan Agreement"). The Fourth Loan

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Agreement Amendment provides, inter alia, for the Mortgagor to execute and deliver to the Mortgagee a promissory note to separately evidence the FINEX Draft Loans (as defined in the Loan Agreement) and consequently in partial substitution for, but not in payment of, the Revolving Note to the extent the Revolving Note evidences FINEX Draft Loans as defined in the Loan Agreement.

E. This Amendment. In order that the Amended Mortgage will continue to secure the indebtedness evidenced by (i) the FINEX Draft Loans evidenced by the Revolving Note, which indebtedness will be henceforth evidenced by a promissory note partially replacing the Revolving Note, (ii) the Revolving Note and (iii) 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, THEREFORE, for and in consideration of Mortgagee's execution and delivery of the Fourth 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 Mortgage 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 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

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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 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 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 dated as of December 19, 1985 (herein referred to as the "First Amendment"), a Second Amendment to Amendment and Restatement of Credit Agreement dated as of September 19, 1987 (herein referred to as the "Second Amendment"), a Third Amendment to Amendment and Restatement of Credit Agreement dated as of April 9, 1987 (herein referred to as the "Third Amendment"), and a Fourth Amendment to Amendment and Restatement of Credit Agreement dated as of December 14, 1987 (herein referred to as the "Fourth Amendment"; the Restated Loan Agreement as amended by the First Amendment, Second Amendment, Third Amendment and Fourth Amendment and as it may hereafter be from time to time amended, supplemented or modified, is herein referred to as the "Loan Agreement") 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 and for FINEX Draft Loans in amounts not to exceed in the aggregate at any one time outstanding SIX MILLION AND NO/100 DOLLARS (\$6,000,000.00) for all such FINEX Draft 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 principal amount of all FINEX Draft Loans which the Mortgagee is committed to have outstanding under the Loan Agreement plus (d) the aggregate outstanding amount of all Letters of Credit, shall not at any one time exceed SEVENTY-TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$72,500,000.00) (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 the

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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 (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 there recorded on January 13, 1986 as Document No. 86015517 (herein referred to as the "Second Amendment to Mortgage"); and a certain Third Amendment of Mortgage, Assignment of Leases and Rents and Security Agreement dated as of December 14, 1987 (herein referred to as the "Third Amendment to Mortgage"); the Initial Mortgage as amended by the First Amendment to Mortgage and the Second Amendment to Mortgage and the Third 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 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: (i) 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 or 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 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 revolving promissory note dated as of December 19, 1985, 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 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.

Pursuant to the Loan Agreement, the Mortgagor has executed and delivered to the Mortgagee a promissory note dated as of December 14, 1987, payable to the order of the Mortgagee on or before June 30, 1989 in the maximum principal amount of \$6,000,000.00, such promissory note evidencing FINEX Draft Loans made from time to time under the Loan Agreement (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 "FINEX Note"; the FINEX 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 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

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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 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 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 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:

Anne J. Sullivan
Name: _____
Title: Secretary

TEMPEL STEEL COMPANY

By: [Signature]
Name: _____
Title: V.P. President

[SEAL]

Attest:

[Signature]
Banking Officer

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO

By: [Signature]
Name: _____
Title: V.P.

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

Kevin C. McDonald
Mayer, Brown & Platt
190 South LaSalle Street
Chicago, Illinois 60603

BOX 533-GG

COOK COUNTY, ILLINOIS
FILED FOR RECORD
1987 DEC 21 PM 2:38

Property of Cook County Clerk's Office

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ABO TP
PIN# 14-07-200-045
08-35-302-010 FAO
14-07-200-044 AAO
14-07-201-003 AAO
14-07-201-024 AAO
14-07-200-041 ABO
14-07-201-022 AAO

6411-41 N. Damen
Chicago, IL

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STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, ANDRAPS M. JAMES, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT WILLIAM M. POYNE and JOHN E. WELLS personally known to me to be the VICE PRESIDENT and ASSISTING OFFICER 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 hand and notarial seal this 14th day of DECEMBER, 1987.

[Signature]
Notary Public

My Commission Expires:

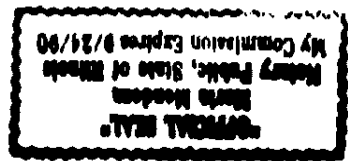
DECEMBER 16, 1989

OFFICE OF COOK COUNTY CLERK'S OFFICE

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Property of Cook County



My Commission Expires:

Notary Public

GIVEN under my hand and notarial seal this 14th day of December, 1987.

I, Mark Madson, a notary public in and for said county, in the State aforesaid, DO HEREBY CERTIFY THAT U.S. Savings personally known to me to be the U.S. Savings of TEMPEL STEEL COMPANY, an Illinois corporation, and U.S. Savings personally known to me to be the U.S. Savings 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 U.S. Savings and U.S. Savings of said corporation, they signed the within instrument 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 their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS.)

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SEC 7-40-14
MILLER BALMORAL
LOT 7 IN NICHOLS

SEC 7-40-14
BALMORAL
NICHOLS
LOT 6 IN

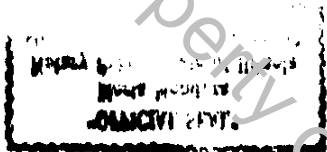
SEC 7-40-14
SUB IN THE W/4
MILLER BALMORAL
LOT 4 IN NICHOLS

SEC 7-40-14
MILLER BALMORAL
NICHOLS
LOT 12 IN

SEC 35-40-11
INDUSTRIAL PARK
LOTS IN CENTER

SEC 7-40-14
BALMORAL
OF NICHOLS MILLER
SUB OF LOT 2, 5, 8 & 9
J. MEYER INDUSTRIAL
LOTS IN JOHN

SEC 7, 40-14
BALMORAL
OF NICHOLS MILLER
SUB OF LOT 2, 5, 8 & 9
J MEYER INDUSTRIAL
LOT 1 IN JOHN



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