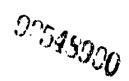
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SEVENTH AMENDMENT OF WOLCOTT LEASENOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT

This SEVENTH AMENDMENT OF WOLCOTT LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTE AND SECURITY AGREEMENT (herein referred to as "this Amendment") is entered into as of July 23, 1992 by and between TEMPEL STEEL COMPANY, an Illinois corporation having its chief executive office at 5990 Wast Touhy Avenue, Wiles, Illinois 60648 (herein, together with its successors and assigns, referred to as the "Mortgagor") and CONTINENTAL BANK N.A. (forestly known as CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST CONTAIN OF CHICAGO), a netional banking association having its principal place of bisiness at 231 South Legalle Street, Chicago, Illinois 60697 (herein, together with its successors and assigns, referred to as the "Mortgagee").

RECITALE:

A. Prior Restated Loan Agreement.

The Mortgagor and the mortgages entered into a Credit Agreement dated as of July 7, 1981 (herein referred to as the "Credit Agreement") pursuant to which the Mortgages was to make and has made loans to the Mortgager on a revolving basis.

The Mortgagor and the Mortgager have heretofore entered into that certain Amendment and Restatement of Credit Agreement dated as of May 4, 1984, amending and restating the Credit Agreement and certain further amendments thereto dated as of December 19, 1985, September 19, 1986, April 9, 1987, Lecember 14, 1987, April 28, 1938, October 7, 1988, April 7, 1989, May 30, 1989, July 1, 1989, September 15, 1989, January 31, 1990, Pabruary 1, 1990, and February 21, 1990, and the Mortgagor and the Mortgages have heretofore entered into that certain Amendment and Restatement of Credit Agreement dated as of April 30, 1990 and amendments thereto dated as of July 10, 1990 and September 14, 1990 (the Credit Agreement as so restated and amended is referred to herein as the "Prior Restated Loan Agreement").

Pursuant to the Credit Agreement, the Mortgagor executed and delivered to the Mortgages a certain Wolcott Leasehold Mortgage, Assignment of Leases and Rents and Security Agreement dated as of July 7, 1981 (herein referred to as the "Original Mortgage") 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.

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Pursuant to the Frior Rostated Loan Agreement, the Mortgagor executed and delivered to the Mortgages various assendents to the Original Mortgage described on Schedule 1 hereto (the Original Mortgage as so asended is referred to herein as the "Amended Mortgage").

B. This Amendment.

The Mortgagor and the Mortgagee have entered into an Amendment and Restatement of Credit Agraement (the "Loan Agraement Amendment") dated as of July 23, 1992, amending the Prior Restated Loan Agraement (the Prior Restated Loan Agraement so amended and as it may be hereafter from time to time amended, supplemented or modified is referred to herein as the "Loan Agraement").

The Loan Agreement Amendment provides, inter alia, for (i) an extension of the term of the credit facilities made available by the Mortgagee to the Mortgagor, (ii) a conversion of a portion of the revolving loan facility under the Prior Restated Credit Agreement to a term ican facility, (iii) an increase of \$5,000,000 in the maximum amount of credit available, (iv) changes in the interest rates and covenants, and (v) other changes.

In order that the Amended Mortgage will reflect the changes effected by the Loan Agreement Amendment, the Mortgager 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 the Mortgagee's execution and delivery of the Loan Agreement, my 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 arended to read as follows:
- *A. Loan Agreement and Amount of Mortgage. The 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. The Mortgagor and Mortgagee entered into a Credit Agreement dated as of July 7, 1981 and an Amendment and Restatement of Credit Agreement dated as of May 4, 1984 and certain further amendments thereto dated as of December 19, 1985, September 19, 1986, April

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9. 1987, December 14, 1987, April 28, 1988, October 7, 1988, April 7, 1989, May 30, 1989, July 1, 1989, September 15, 1989, January 31, 1990, February 1, 1990, and February 21, 1990, and an Amendment and Restatement of Credit Agreement dated as of April 30, 1990 and further amendments thereto dated as of July 10, 1990, and September 14, 1990 (such Credit Agreement as so restated and amended is referred to herein as the "Prior Restated Loan Agreement") and an Amendment and Restatement dated as of July 23, 1992 (herein referred to as the "Loan Agreement Amendment"; the Prior Restated Loan Agraement as amended by the Loan Agreement Amendment and as it may hereafter be from time to time amonded, supplemented or modified, is herein referred to as the "Loan Agreement") providing, inter alia, for loans to be made from time to time by the Mortgages to the Mortgager on a revolving bigis, (herein referred to as "Revolving Loans") in amounts not to exceed in the aggregate at any one time outstanding FEFTY MILLION AND NO/100 dollars (\$50,000,000.00) for all such Revolving Loans; and providing a term loan (herein referred to as the "Term Loan") made from Mortgagee to Mortgagor in an aggregate maximum principal amount not to exceed TWENTY-SIX MILLION AND NO/100 DOLLARS (\$26,000,000.00) (such amount berein referred to as the "Term Loan Amount"). The Loan Agreement provides that the sum of (e) the aggregate principal amount of all Revolving Loans which the Mortgages is committed to have outstanding under the Loan Agreement, plug (b) the aggregate outstanding face ascunt of all letters of credit issued under the Loan Agreement (herein referred to as the "Letters of Credit"), plus (c) the aggregate undrawn outstanding unrelabursed asount of all draws on Lotters of Credit, plus (4) the aggregate outstanding apount of all other obligations of the Mortgagor to the Mortgagee other than Term Loan shall not at any one time exceed FIFTY MILLION AND NO/100 DOLLARS (\$50,000,000.00). The was of such amount and the Term Loan Amount, amounting to ERVENTY-SIX MILLION AND NO/100 DOLLARS (\$76,000,000.00), Se berein called the "Loan Amount". The Loan Amount includes, and, accept to the extent of \$5,000,000.00, is not in addition to, amounts advanced pursuant to the Prior Restated Loan Agreement as in effect on the date of the Sixth Amendment to Nortgage hereinafter referred to. Pursuant to the terms of the Loan Agresment, the Mortgagor has executed and delivered to the Mortgages a certain Wolcott Leasehold Mortgage, Assignment of Leases and Rents and Security Agreement dated as of July 7, 1981 ancumbering the property described therein and recorded on August 13, 1981 in the Recorder's Office of Cook County, Illinois (the "Recorder's Office") as Document No. 25968424 (herein referred to as the "Initial Mortgage"), a certain First Amendment of Wolcott Leasehold Fortgage, Assignment of Leases and Rants and Security Agreement dated as of May 4, 1984 and recorded in the Recorder's Office on May 11, 1984 as Document No. 27081826 (herein referred to as the "First Amendment to Mortgage"), and a certain Second Amendment of Wolcott Leasehold Mortgage, Assignment of Leases and

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Rents and Security Agreement dated as of December 19, 1985 and recorded in the Recorder's Office on January 13, 1986 as Document No. 86015518 (herein referred to as the "Second Amendment to Mortgage"), and a certain Third Amendment of Wolcott Leasehold Hortgage, Assignment of Leases and Rents and Security Agreement dated as of December 14, 1987 and recorded in the Recorder's Office on December 21, 1987 as Document No. 87668827 (herein referred to as the "Third Amendment to Nortgage"), and a certain Fourth Amendment of Wolcott Leasehold Mortgage, Assignment of Leases and Rents and Security Agreement dated as of May 30, 1989 and recorded in the Recorder's Office on August 2, 1989 as Document No. 89355070 (herein referred to as the "Fourth Amendment to Mortgage"), a certain Fifth Amendment of Wol "tt Leasahold Mortgage, Assignment of Leases and Rents and Security Agreement decod April 30, 1990 and recorded in the Recorder's Office on Jung 18, 1990 as Document No. 90287306 (herein referred to as the "Pirth Amendment to Mortgage"), a certain Sixth Amendment of Wolcott Leasahold Mortgage, Assignment of Leases and Rents and Security Agreement dated September 14, 1990 and recorded in the Recorder's Office as Document No. 90487328 (herein referred to as the "Sixth Amendment to Mortgage"), and a cartain Seventh Amendment of Wolcott Leasehold Mortgage, Assignment of Leases and Monte and Security Agreement dated July 23, 1992 (herein referred to as the "Seventh Amendment to Mortgage"; the Initial Mortgage as amended by the First Amendment to Mortgage, the Second Amendment to Mortgage, the Third Amendment to Mortgage, the Fourth Amendment to Mortgage, the Fifth Amendment to the Mortgage, the Sixth Amendment to Mortgage, the Seventh 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 "Nortgage, Assignment of Leases and Rents and Security Agreement" in any documents evidencing or securing the indebtedness in the Loan Agreement chall be deemed references to the Mortgage."

- 2. Recital B of the Amended Mortgage is amounted hereby to read as follows:
- *B. Note. Principal and Interest. Pursuant to the Coan Agreement, the Mortgagor has executed and delivered to the Mortgages the following:
 - (i) a Term Note dated July 23, 1992 (the "Term Note") payable to the order of the Mortgages in the principal amount of \$26,000,000.00, in partial Substitution for the Revolving Note dated April 30, 1990 in the original principal amount of \$71,000,000; and
 - (ii) a Revolving Note dated July 23, 1992 (the "Ravolving Note") payable to the order of the Mortgages in the maximum principal amount of \$50,000,000, in

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substitution for the Revolving Note dated April 30, 1990 in the original principal amount of \$71,000,000.

The Psvolving Note and the Term 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 secured hereby, are herein referred to in the collective singular as the "Note". The Note bears interest as provided in the Loan Agreement and the Note, on the principal amount thereof from time to time unpaid; all principal and interest on the Note are payable in lawful money of the Untied States of America at the office of the Mortgages in Chicago, Illinois, or at such place as the Mortgages or legal holder thereof any from time to time appoint in writing; and the Mortgagor in or will become mostly indebted to the Mortgages in the Loan Amount in accordance with the terms of the Loan Agreement;"

- 3. The first recagnaph 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 Hortgages, for the purpose of securing the Mortgagor has agreed to make the following (herein sometimes collectively called the "Liabilities"): (i) the payment of the principal of and interest on the Note and any amendments, extensions, renewals or refinancings thereof; (ii) the parformance 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 Mortgages 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 Latters of Credit; and (b) the prompt payment or performance of any and all other liabilities, obligations and indebtedness, however 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 whether owing pursuant to ok in connection with the Loan Agreement or otherwise owing (provided, however, that the maximum amount included within the Liabilities 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 Mortgages 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."

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- The Mortgagor confirms for the benefit of the Mortgagee that the Mortgage secures the payment of principal of and interest on the Note and all of the other Liebilities (all as defined in the Mortgage) and that future advances shall have the same priority as if advanced at the data of this Amandment and in furtherance thereof, dues hereby CONFIRM, MORTGAGE, GRANT, CONVEY, TRANSPER and ASSIGN UNTO Nortgages, its successors and assigns, and does hereby grant to Mortgages and its successors and assigns, forever, a continuing security interest in and to, all of the Collateral.
- Except as herein amended and supplemented, the Amended Mortgage is reaffirmed and shall remain in full force and effect.

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

TEMPEL STEEL, COMPANY

Name:

Title:

COSTINENTAL BANK M.A. (forwardy known as Continental Illinois Mational Bank and Trust Company of Chicago)

Name:

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

Rex Palmer Mayer Brown & Platt 190 South Lisalle Street Chicago, Illinois 60603

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STATE OF ILLINOIS) SS.
I, the kind of a notary public in and for said county, in the State aforesaid, DO HEREBY CERTIFY THAT personally known to me to be the of Continental Bank N.A. and personal known to me to be the same person whose name is subscribed to foregoing instrument, appeared before me this day in person as acknowledged that he signed and delivered the said instrument he free and voluntary act for the uses and purposes therein
GIVEN under my hand and notarial seal this 23rd day of July, 1992. Sale Conduction Notary Public My Commission Expires:
SHARGH KLUCKOWEKI Notary Public, State of History SOON COUNTY By Commission Expired Jan. 20, 1994

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Corporation and personal subscribefore re this day in delivered the said in	state aforesaid, no HEREBY CERTIFY THAT personally known to me to be the of TEMPEL STREL COMPANY, an Illinois conally known to me to be the mame person ibed to the foregoing instrument, appeared n person and acknowledged that he signed and natrument as he free and voluntary act for as therein set forth.
GIVEN under my 1992. My Commission Expire	Notary Public "OFFICIAL STAL" SMARUN REDCKOYSKI Notary Public State of Hanois COOK COUNTY in Concesses Experient in 22, 1991

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Schedule 1

List of Prior Mortgage Amendments

- 1. First Amendment of Wolcott Leasehold Mortgage, Assignment of Leases and Rents and Security Agreement dated as of May 4, 1984, recorded on May 11, 1984 in the Recorder's Office of Cook County, Illinois as Document No. 27081826.
- 2. Second Amendment of Wolcott Leasehold Mortgage, Assignment of Leases and Rents and Security Agraement dated as of December 19, 1985, recorded on January 13, 1986 in the Recorder's Office of Cook County, Illinois as Document No. 86015518.
- 3. Third Amendment of Welcott Leasehold Mortgage,
 Assignment of Linese and Rents and Security Agreement dated as of
 December 14, 1967, recorded on December 21, 1987 in the
 Recorder's Office of Cook County, Illinois as Document No.
 87668827.
- 4. Fourth Amendment of Wolcott Leasehold Mortgage, Assignment of Leases and Norts and Security Agreement deted as of May 30, 1989, recorded on August 2, 1989, in the Recorder's Office of Cook County, Illinois as Document So. 89355070.
- 5. Pifth Amendment of Molecut Leasehold Mortgage, Assignment of Leases and Rents and Socurity Agreement dated as of April 10, 1990, recorded on June 18, 1990, in the Recorder's Office of Cook County, Illinois as Document No. 90287306.
- 5. Sixth Amendment of Holcott Leasehold Mortgage.
 Assignment of Leases and Rents and Security Agreement dated as of September 14, 1990, recorded in the Recorder's Office of Cook County, Illinois as Document No. 90487328.

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THE LE WANT OF FELT OF MAINT OF MEDITINGS ALL IN DICHOLAS MILLER'S
LALMBRAD SUCCESSION OF 18 A SHOULD INTSIDE OF THAT PART TEXCEPT THE
COURTY AS FLATS OF THE WAITH WITH 1/4 TH THE WORTH EAST 1/4 OF SECTION CO
TO THAT SHIP WAS A COURT OF THE WAITH WAIT TO MELICADE PRINCIPAL MEPIDIANS
LACED WAS TO AN OWNER, RANGE TO FORT OF THE SHIPD PRINCIPAL MEPIDIANS
LACED TO LIVE TYPE LILIBORS A FACOURANT OF MELICADE PLOTT OF MAY IN COOK
LOUSTY. ILLIBORS. TARGETHER WITH THAT PART OF LOT 7 RESCRIPED AS
LILIBAR.

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SECTION TAUT LIFE SECTION TO THANSHIP 40 NORTH - RANGE AH FAST OF THE THIE RELEASE CATAL MELDIAN BOUNDED AND DESCRIPED AS A Millery :

or following at the following ME ARTH LINE OF BALMORAL AVENUE 28 FEET WEDTERLY OF ALL MEASURES AT BOHE ANGLES TO THE CENTER LINE OF THE CHICAGO AND ANTERNOTION HARDONY COMPANYES MOST RESTERLY MAIN TRACK AS LICATED AND ISTANTISHED ON SERT 17. 1953: THENCE MORTH ALONG & LINE PARTLELL WITH THE UNITED LINE OF MAID MAIN TRACK A DISTANCE OF 448 THE THE THE WEST HEST HELT ALTHE MARKELER WITH THE MORTH LINE SE SHIP PARTER AND AND TO A POLITION FEET EAST OF AND MEASURED AT which wholes I have centry that if sport track to co toward 251 of LALE PARLICKY CURRANY AR LACATED AND ESTANCISHED ON SEPTEMBER 19. 19631 THE SECTION PROPERTY ALING A LINE PARALLEL WITH THE CENTER LINE OF SAIT SPUR TRACT AND EXTERSION THERE IN TO A POINT 150 FEFT NORTH OF AND TIMPUPIE AT RESET MIGLES TO THE NORTHFLINE OF SAID BALMORAL AVENUE AND CONTROL FELT ACT OF THE CONTON LINE OF SAID MAIN TRACK. THENCE WEST ALLAS IN LIMI PARALLEL WITH THE MORTH LINE OF SAID FALHORAL AVENUE A BUTHOUS HE WARRED THEN E SHIPPING 150 FEST ALONG A LINE PAPALLEL WITH THE UPINE OF THE POWER OF THE METER THE WORTH LINE OF SAID BALMORAL WAS THE THE FOLD ANT ABOUT HIS FREE AS MIG THE PARTH LINE OF BOTH BALMORAL AVELUE TO THE PEACE OF GEGINNINGS IN COOK COUNTY, ILLINGIS.

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SPECIAL EXCEPTABLES

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