Cook Country Illinoin

Recording Requested By and When Recorded Return to: Tina C. Flowers, Enquire Reed Smith Shaw & McClay 435 Sixth Avenue Pittsburgh, PA 15219-1886



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FIRST AMENDMENT TO INDENTURE OF MORTGAGE, DEED OF TRUST AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO INDENTURE OF MORTGAGE, DEED OF TRUST AND SECURITY AGREEMENT (this "Amendment"), dated as of April 29, 1994, between CRUCIBLE MATERIALS CORPORATION, a Delaware corporation having an office at State Fair Boulevard, Syracuse, New York 13201 (the "Grantor") and MELLON BANK, N.A., a national banking association, having an office at One Mellon Bank Center, Pittsburgh, Pennsylvania 15258, as agent for the several financial institutions parties to the Credit Agreement (as hereinafter defined) from time to time (collectively, the "Banks") (Mellon Bank, N.A., in each capacity as agent, the "Agent").

W12NESSETH:

WHEREAS, the Grantor, the Banks and the Agent are parties to that certain Secured Credit Agreement dated as of April 13, 1992, as amended by First Amendment to Secured Credit Agreement dated as of February 1, 1933, as modified by Modification to First Amendment to Secured Credit Agreement dated as of February 1, 1993 (collectively, the "First Amendment"), by Second Amendment to Secured Credit Agreement dated as of June 30, 1993 (the "Second Amendment"), by Third Amendment to Secured Credit Agreement dated as of July 30, 1993 (the "Third Amendment"), by Fourth Amendment to Secured Credit Agreement dated as of October 25, 1993 (the "Fourth Amendment"), ny Fifth Amendment to Secured Credit Agreement dated as of January 24, 1994 (the "Fifth Amendment"), by Sixth Amendment to Secured Credit Agreement dated as of February 28, 1994 (the "Sixth Amerdment"), and by Seventh Amendment to Secured Credit Agreement dated as of the date hereof (the "Seventh Amendment") (as so amended, and as the same may be further amended, modified or supplemented from time to time, the "Credit Agreement"); and

WHEREAS, in order to secure the Obligations (as defined in the Credit Agreement), the Grantor did execute that certain Indenture of Mortgage, Deed of Trust and Security Agreement dated as of April 13, 1992, and recorded on April 20, 1992 in Cook County, Illinois, in Document No. 92256193 to CHICAGO TITLE

This instrument was prepared by:

Tina C. Flowers, Esquire Reed Smith Shaw & McClay 435 Sixth Avenue Pittsburgh, PA 15219-1886 94519706

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INSURANCE COMPANY, the Trustee, in flavor of the Agent (as amended, modified or supplemented, the "Mortgage"); and

WHEREAS, the Grantor and the Agent desire to confirm their understanding that all references to the "Credit Agreement" in the Mortgage shall refer to the original Credit Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment and the Seventh Amendment, as the same may be further amended, modified or supplemented.

NOW, THEREFORE, for and in consideration of the premises and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

Amendment

From and after the date heroof, each reference in the Mortgage to "Credit Agreement" shall mean the following:

"Credit Agreement" shall mean that certain Secured Credit Agreement, dated as of April 13, 1992, by and between Cruelble Materials Corporation, the several banks parties thereto from time to time (the "Banks") and Mellon Bank, N.A., as Agent for the Banks, as amended by First Amendment to Secured Credit Agreement dated as of February 1, 1993, as modified by Modification to First Amendment to Secured Credit Agreement dated as of February 1, 1993, by Second Amondment to Secured Credit Agreement dated as of June 30, 1993, by Third Amendment to Secured Credit Agreement dated as of July 30, 1993, by Fourth Amendment to Secured Credit Agreement dated as of October 25, 1993, by Fifth Amendment to Secured Credit Agreement datel as of January 24, 1994, by Sixth Amendment to Secured Credit Agreement dated as of February 28, 1994, and by Seventh Amendment to Secured Credit Agreement dated as of April 29, 1994, as the same may be further amended, C modified or supplemented from time to time.

ARTICLE II

Condition to Effectiveness

This Amendment, after execution and delivery hereof by the Grantor and the Agent, shall become effective automatically at such time that the Seventh Amendment becomes effective.

ARTICLE III

Miscellaneous

Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Credit Agreement. Except as amended hereby, the Mortgage shall remain in full force and effect. This Amendment may be executed in one or more counterparts and all of such counterparts taken together shall constitute one and the same instrument. This Amendment shall be governed by, and construed in accordance with, the laws of the state of New York except as otherwise required by the law of the state (including without limitation provisions of the law of such state as to the validity and enforceability of this Amendment) in which the Trust Estate (as defined in the Mortgage) is located.

The Mortgage, as amended by this Amendment, is in all respects ratified, approved and confirmed and shall, as so amended, remain in full force and effect. From and after the date hereof, all references in the Mortgage, or references to the Mortgage, in the Mortgage and in the other Loan Documents shall be deemed to be references to the Mortgage as amended by this Amendment. The amendment set forth herein shall be limited precisely as provided for herein and shall not be deemed to be a waiver of, amendment to, consent to or modification of any term or provision of the Mortgage or any other Loan Document or instrument referred to therein.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year first above written.

Attest:	CRUCIBLE MATERIALS CORPORATION
By / Jan U Juna Name: Harvey O. Simmons, III Title: Secretary	By Cons P. Jangara Name: Gens P. Jangara Title: Vice President - Finance and Treasurer
[CORPORATE SEAL]	
Signed and Acknowledged in the presence of:	,
Print Name: Print 1:2	· .
Print Name: Deburah M. Mer.	
Witness:	MELLON BANK, N.A., as Agent
Inal C. Thomas	By Rese N. Stanier Title: Vide President
Signed and Acknowledged in the presence of:	
Carther -	
Print Name: Alan E. London	Ca
Jan C. Harry	
Print Name: Tina C. Flowers	i de la companya de

The Grantor acknowledges that it has received a true and correct copy, without charge therefor, of this First Amendment to Indenture of Mortgage, Deed of Trust and Security Agreement from the Agent.

CRUCIBLE MATERIALS CORPORATION

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COMMONWEALTH OF PENNSYLVANIA 581 COUNTY OF ALLEGHENY

The foregoing instrument was acknowledged before me this 29th of April, 1994 by Gene P. Jaggers, Vice President - Finance and Treasurer of CRUCIBLE MATERIALS CORPORATION, a Delaware corporation, on behalf of said corporation.

My comminaton expires:

Cot County Clert's Office Notedal Seni Cymhikir A. Gersi, Notery Phiblio Pithikirghi, Alixyhuny County My Commission Unphen April 7, 1987 Manibur, Pormeyhanki Association of Notation

COMMONWEALTH OF PENNSYLVANIA . COUNTY OF ALLEGHENY)) 88:
The foregoing instrum 10th of May, 1994 by Vice President of MELLON BANK,	Loger N. Stanier.
association, as Agent, on behal association.	
My commission expires: Nether School	Notary Public ()
	COUNTY COPY SOFFICE

DESCRIPTION OF LANGS COOK COUNTY, ILLINOIS

LOTS 21, 22, 23 AND 26 TO 41 BOTH THICKBIVE IN ALLMORDS HUBDIVISION OF THE PORTH WEST 1/4 OF THE NORTH WAST 1/4 OF THE FORTH MEST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13 EARS OF THE THIRD PRINCIPAL HERIDIAN, IN COOK COUNTY, ILLINOIS

ADDRESS, 31555 W. ARMITACE

PINS, 13.34-302-002. - - 184.

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