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Cook County, Illinois

Recording Requested By
and When Recorded Return to:
Douglas L. Rabuzzi, Esquire
Reed Smith Shaw & McClay
435 Sixth Avenue
Pittsburgh, PA 15219-1886

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DEPT-01 RECORDING	\$39.50
T#0008 TRAN 9660 12/05/96 14:47:00	
\$1289 + BJ *--96-921848	
COOK COUNTY RECORDER	
DEPT-10 PENALTY	\$36.00

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

THIS SECOND AMENDMENT TO INDENTURE OF MORTGAGE, DEED OF TRUST AND SECURITY AGREEMENT (this "Amendment"), dated as of October 30, 1996, 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 such capacity as agent, the "Agent").

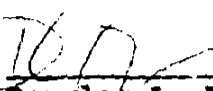
W I T N E S S E T H:

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, 1993, as modified by Modification to First Amendment to Secured Credit Agreement dated as of February 1, 1993, by Second Amendment 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 dated as of January 24, 1994, by Sixth Amendment to Secured Credit Agreement dated as of February 28, 1994, by Seventh Amendment to Secured Credit Agreement dated as of April 29, 1994, by Eighth Amendment to Secured Credit Agreement dated as of December 15, 1995, and by Ninth Amendment to Secured Credit Agreement dated as of April 25, 1996 (as so amended, the "Credit Agreement"); and

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WHEREAS, the Credit Agreement has been amended and restated pursuant to that certain Amended and Restated Secured Credit Agreement dated as of October 30, 1996 (as the same may be further amended, modified or supplemented from time to time, the "Amended and Restated Credit Agreement"); and

This instrument was prepared by:


Douglas L. Rabuzzi, Esquire
Reed Smith Shaw & McClay
435 Sixth Avenue
Pittsburgh, PA 15219-1886

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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 INSURANCE COMPANY, the Trustee, in favor of the Agent (as the same may be further amended, modified or supplemented from time to time, the "Mortgage"), as amended by First Amendment to Indenture of Mortgage, Deed of Trust and Security Agreement dated as of April 29, 1994 and recorded June 13, 1994 in Document No. 94519706;

WHEREAS, the Grantor and the Agent desire to confirm their understanding that all references to the "Credit Agreement" in the Mortgage shall hereinafter be deemed to mean and refer to the Amended and Restated Credit Agreement, as the same may be further amended, modified or supplemented; and

WHEREAS, the parties desire to increase the principal amount of the Loans secured by the Mortgage from \$65,000,000 to \$70,000,000.

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

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

"Credit Agreement" shall mean that certain Amended and Restated Secured Credit Agreement dated as of October 30, 1996, by and between Crucible Materials Corporation, the several banks parties thereto from time to time (the "Banks") and Mellon Bank, N.A., as Agent for the Banks, as the same may be further amended, modified or supplemented from time to time, which Amended and Restated Secured Credit Agreement amends and restates the Credit Agreement dated as of April 13, 1992, among the parties as theretofore amended.

2. As of the date hereof, the references to "\$65,000,000" in the Mortgage which appear in the first and

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second "WHEREAS" paragraphs therein are hereby amended to be "\$70,000,000".

ARTICLE II

Miscellaneous

Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Amended and Restated 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.

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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 Harvey O. Simmons, III
Name: Harvey O. Simmons, III
Title: Secretary

By Gene P. Jagger
Name: Gene P. Jagger
Title: Vice President -
Finance and Treasurer

[CORPORATE SEAL]

Signed and Acknowledged in the presence of:

Douglas Roberts
Print Name: Douglas Roberts

George E. [Signature]
Print Name: George E. [Signature]

Attest:

MELLON BANK, N.A., as Agent

Elaine Beck Orlesti
Name: ELAINE BECK ORLESTI
Title: Corporate Secretary

By Maria T. Hanning
Name: Maria T. Hanning
Title: Vice President

[CORPORATE SEAL]

Signed and Acknowledged in the presence of:

Douglas Roberts
Print Name: Douglas Roberts

George E. [Signature]
Print Name: George E. [Signature]

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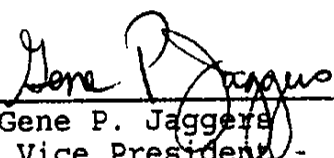
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The Grantor acknowledges that it has received a true and correct copy, without charge therefor, of this Second Amendment to Indenture of Mortgage, Deed of Trust and Security Agreement from the Agent.

CRUCIBLE MATERIALS CORPORATION

By


Name: Gene P. Jagers
Title: Vice President -
Finance and Treasurer

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COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

The foregoing instrument was acknowledged before me this 20th of October, 1996 by Gene P. Jagers, Vice President - Finance and Treasurer of CRUCIBLE MATERIALS CORPORATION, a Delaware corporation, on behalf of said corporation.

Patricia A. Standring
Notary Public

My commission expires:

Notarial Seal
Patricia A. Standring, Notary Public
Pittsburgh, Allegheny County
My Commission Expires May 18, 2000
Member, Pennsylvania Association of Notaries

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COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY)

On October 30, 1996, before me, the undersigned, a Notary Public in and for said Commonwealth, personally appeared Martin Kenning, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Vice President of MELLON BANK, N.A., a national banking association, as Agent,

WITNESS my hand and official seal.

Patricia A. Standing
Notary Public
[Notarial Seal]

My Commission Expires:

Notarial Seal
Patricia A. Standing, Notary Public
Pittsburgh, Allegheny County
My Commission Expires May 18, 2000

Member, Pennsylvania Association of Notaries

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EXHIBIT A

COOK COUNTY, ILLINOIS

RECORD OWNER: CRUCIBLE MATERIALS CORPORATION

LOTS 21, 22, 23 AND 26 TO 41 BOTH INCLUSIVE IN ASHFORDS SUBDIVISION OF
THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF
SECTION 34, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
MERIDIAN. IN COOK COUNTY, ILLINOIS

13-34-302-002
13-34-302-015

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