

Alabama: Shelby County

This instrument prepared by:  
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**SECOND AMENDMENT TO  
AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT**

1995-20597

This Second Amendment to Amended and Restated Mortgage and Security Agreement (this "Amendment") is made and entered into on or as of the 1st day of August, 1995, between CITATION CORPORATION, a Delaware corporation, as successor to CITATION CORPORATION, an Alabama corporation, formerly known as Citation Carolina Corp. ("Mortgagor") and SOUTHTRUST BANK OF ALABAMA, NATIONAL ASSOCIATION, a national banking association ("Mortgagee").

**RECITALS :**

A. Pursuant to the terms of a Second Amended and Restated Loan Agreement dated January 14, 1994 (the "Second Restated Loan Agreement"), Mortgagee made certain loans (the "Loans") to Mortgagor in the aggregate principal amount of, \$50,981,803.16. The Loans were evidenced by certain promissory notes ("the Notes").

B. In accordance with the terms of the Second Restated Loan Agreement, Mortgagor entered into an Amended and Restated Mortgage and Security Agreement in favor of Mortgagee dated January 14, 1994, which was recorded in the Office of the Judge of Probate of Shelby County, Alabama in instrument #1994-02553 (the "Restated Mortgage"). The Mortgage was issued as security for, among other obligations, the Loans. Notwithstanding the face amount of the Notes, the total indebtedness secured by the Mortgage was limited to the principal sum of \$25,000,000, plus interest thereon and certain other costs and expenses described therein.

C. Under the terms of a Third Amended and Restated Loan Agreement dated October 3, 1994 (the "Third Restated Loan Agreement"), Mortgagee agreed, among other things, to modify the Loans in certain respects, and, in particular, to amend and consolidate the Loans into one loan (the "Loan"), to amend and consolidate the Notes into one note (the "Note") and to reduce the total indebtedness secured by the Mortgage to \$18,000,000, plus interest thereon and certain other costs and expenses described therein. Accordingly, Mortgagor and Mortgagee entered into that certain First Amendment to Amended and Restated Mortgage and Security Agreement dated October 3, 1994, which was

recorded in the Office of the Judge of Probate of Shelby County, Alabama in instrument #1994-30495 (the "First Amendment to the Restated Mortgage") to evidence such modifications (the Restated Mortgage, as amended by the First Amendment to the Restated Mortgage, is hereinafter referred to as the "Mortgage").

D. In accordance with the terms of a Fourth Amended and Restated Loan Agreement of even date herewith (the "Fourth Restated Loan Agreement"), Mortgagor and Mortgagee have agreed to modify the term of the Loan in certain respects and to make corresponding modifications to the Note.

E. Mortgagor and Mortgagee desire to enter into this Amendment to confirm that the Mortgage will continue to secure, among other obligations, the Note, as the same is being amended pursuant to the terms of the Fourth Restated Loan Agreement.

F. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Fourth Restated Loan Agreement.

NOW, THEREFORE, in consideration of the recitals and other good and valuable consideration given by Mortgagee to Mortgagor, the receipt of which is hereby acknowledged by Mortgagor, Mortgagor and Mortgagee agree that the Mortgage is amended as follows:

1. Mortgagor and Mortgagee do hereby agree that the term "Loan Agreement" as used in the Mortgage shall, effective from the date of this Amendment, mean and refer to the Fourth Restated Loan Agreement, as the same may be modified, amended, restated or renewed from time to time hereafter.

2. Mortgagor and Mortgagee do hereby acknowledge and agree that the Note, as amended and restated in its entirety on or as of the date hereof, is the amended and restated note arising out of the consolidation and amendment of the Notes. Furthermore, the Mortgagor and Mortgagee acknowledge and agree that the term "Notes" as used in the Mortgage shall, effective from the date of this Amendment, mean and refer to the Note, as the same is being amended and restated in its entirety on the date hereof and as the same may be modified, amended, restated or renewed from time to time hereafter. Mortgagor and Mortgagee hereby further confirm that the Mortgage shall continue to secure the Obligations (as defined in the Restated Mortgage, which Obligations include, but are not limited to, the Note).

3. Except as amended hereby, the Mortgage is unchanged, and the same is hereby ratified and confirmed in all respects by Mortgagor.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused this Amendment to be executed under seal on or as of the day and year first above written.

MORTGAGOR:

CITATION CORPORATION

By: R. Conner Warren  
Its: Executive Vice President

MORTGAGEE:

SOUTHTRUST BANK OF ALABAMA,  
NATIONAL ASSOCIATION

By: Stephen F. Kelly  
Its: Vice President

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that R. Conner Warren, whose name as Executive Vice President of CITATION CORPORATION, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 27<sup>th</sup> day of July, 1995.

James O. Barlow  
Notary Public

[NOTARIAL SEAL]

My commission expires: 1-5-98

STATE OF ALABAMA     )

JEFFERSON COUNTY     )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Stephen F. Vickery, whose name as Vice President of SOUTHTRUST BANK OF ALABAMA, NATIONAL ASSOCIATION, a national banking association, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such officer, and with full authority, executed the same voluntarily for and as the act of said association.

Given under my hand and seal of office this 27<sup>th</sup> day of July, 1995.

Jeanne O. Barlow  
Notary Public

[NOTARIAL SEAL]

My commission expires: 1-5-98

Inst # 1995-20597

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10:31 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MCD 16.00