

This instrument
prepared by:
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500 Woodward Avenue
Suite 4000
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Inst # 1997-27749

Alabama: Shelby County

**CONFIRMATION OF
AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT**

This Confirmation of Amended and Restated Mortgage and Security Agreement (this "Amendment") is made and entered into on or as of the 24th day of July, 1997, between CITATION CORPORATION, a Delaware corporation ("Original Mortgagor"), CITATION CASTINGS, INC., an Alabama corporation ("Successor Mortgager"), and SOUTHTRUST BANK, NATIONAL ASSOCIATION (formerly known as SouthTrust Bank of Alabama, National Association), as mortgagee and collateral agent (in such capacity, the "Mortgagee") for the lenders from time to time parties to the Restated Credit Agreement (as defined in Recital D below).

RECITALS:

A. Original Mortgagor has made in favor of Mortgagee (as successor mortgagee pursuant to the assignment referenced below) that certain Amended and Restated Mortgage and Security Agreement dated January 14, 1994, which was recorded in the Office of the Judge of Probate of Shelby County, Alabama in instrument #1994-02553, as amended by 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, and that certain Second Amendment to Amended and Restated Mortgage and Security Agreement dated August 1, 1995, which was recorded in the Office of the Judge of Probate of Shelby County, Alabama in instrument #1995-20597, and as assigned, confirmed and amended pursuant to the Assignment of and Third Amendment to Amended and Restated Mortgage and Security Agreement dated July 1, 1996, among Original Mortgagor, SouthTrust Bank of Alabama, National Association, individually (the original mortgagee), and Mortgagee, which was recorded in the Office of the Judge of Probate of Shelby County, Alabama in instrument #1996-24562 (including the Appendix and Schedules thereto, the "Mortgage").

B. Original Mortgagor has transferred all its rights, title and interest in and to the property, including, without limitation, fee and leasehold property, encumbered by the Mortgage to Successor Mortgagor, subject to the Mortgage.

C. The Mortgage presently secures all indebtedness, obligations and liabilities of Original Mortgagor and Successor Mortgagor under, without limitation, (1) that certain Amended and Restated Credit Agreement, dated as of July 1, 1996, as amended by the First Amendment to Restated Credit Agreement and Waiver and Consent, dated as of October 28, 1996, and the Amendment to Restated Credit Agreement and Other Loan Documents, dated as of April 2, 1997, by and among Original Mortgagor, the subsidiaries of Original Mortgagor (including

08/29/1997-27749
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Successor Mortgagor) parties thereto (collectively the "Borrowers"), the banks parties thereto, The First National Bank of Chicago, a national banking association, as administrative and syndication agent (in such capacity, the "Administrative Agent"), and Mortgagee, as collateral agent (the "Credit Agreement"), as the same may be amended, supplemented, extended, renewed, restated or otherwise modified from time to time, each and every agreement given as an amendment, supplement, extension, renewal, restatement or other modification to the Credit Agreement, and any other written agreement which purports to constitute an amendment, supplement, renewal, extension, restatement or other modification of the Credit Agreement or any of the other foregoing instruments and agreements, and (2) the Revolving Credit Notes dated July 1, 1996 issued by the Borrowers pursuant to the Credit Agreement (the "Revolving Credit Notes"), and any and all renewals, extensions, modifications, substitutions or increases thereof, or any part thereof.

D. The Borrowers (including Original Mortgagor and Successor Mortgagor), the banks identified on the signature pages thereof, the Administrative Agent and Mortgagee, as collateral agent, are now entering into the Amended and Restated Credit Agreement, dated as of July 24, 1997 (the "Credit Agreement"), which Restated Credit Agreement amends and restates the Credit Agreement in its entirety, and pursuant to which the Borrowers are issuing the Revolving Credit Notes dated July 24, 1997 (the "Substitute Revolving Credit Notes") in substitution for the Revolving Credit Notes. All indebtedness evidenced by the Revolving Credit Notes shall continue under and be evidenced by the Substitute Revolving Credit Notes.

E. Original Mortgagor, Successor Mortgagor and Mortgagee now desire to enter into this Confirmation in order to confirm that the Mortgage will continue to secure, among other obligations, all indebtedness, obligations and liabilities of Original Mortgagor and Successor Mortgagor under the Restated Credit Agreement and the Substitute Revolving Credit Notes.

NOW, THEREFORE, in consideration of the recitals and other good and valuable consideration, the receipt of which is hereby acknowledged, Original Mortgagor, Successor Mortgagor and Mortgagee agree as follows:

1. Successor Mortgagor hereby assumes all the agreements, covenants, obligations, liabilities, responsibilities and duties of Original Mortgagor under the Mortgage.

2. References in the Mortgage, as amended by this Amendment, are amended to have the following respective meanings:

(a) References to the "Loan Agreement" shall mean the Restated Credit Agreement, as the same may be amended, supplemented, extended, renewed, restated or otherwise modified from time to time hereafter, and shall include each and every agreement given as an amendment, supplement, extension, renewal, restatement or other modification to the Restated Credit Agreement, and shall include any other written agreement which purports to constitute an amendment, supplement, renewal, extension, restatement or other modification of the Restated Credit Agreement or any of the other foregoing instruments and agreements;

(b) References to the "Note" or "Notes" shall mean the Notes (as defined in the Restated Credit Agreement);

(c) References to the "Loan Documents" shall mean the Loan Documents (as defined in the Restated Credit Agreement); and

(d) References in the Mortgage to the original mortgagee, including, without limitation, as the "Lender", and including all pronouns understood in the context to mean the original mortgagee, shall continue to be deemed references to Mortgagee, except in Paragraphs 1.1 and 1.3 of the Mortgage, where such references shall continue to be deemed replaced with the words the "Banks and the Agents", and Mortgagee, for the benefit of the Agents and the Banks, shall continue to have the benefit of all security and other rights and benefits provided for under the Mortgage as fully as if Mortgagee were named therein at each place where there is such a reference to the original mortgagee.

(e) References in the Mortgage to Original Mortgagor, including all pronouns understood in the context to mean Original Mortgagor, shall be deemed references to Successor Mortgagor, and Successor Mortgagor shall be bound by all the agreements, covenants, obligations, liabilities, responsibilities and duties of Original Mortgagor under the Mortgage as fully as if Successor Mortgagor were named therein at each place where there is such a reference to Original Mortgagor.

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

4. Capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Restated Credit Agreement.

5. This Confirmation may be executed upon any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

[The rest of this page intentionally left blank.]

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

ORIGINAL MORTGAGOR:

CITATION CORPORATION

By: Stanley B. Atkins
Its: VICE PRESIDENT

SUCCESSOR MORTGAGOR:

CITATION CASTINGS, INC.

By: Stanley B. Atkins
Its: VICE PRESIDENT

MORTGAGEE:

SOUTHTRUST BANK, NATIONAL
ASSOCIATION

By: Alan D. [Signature]
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 STANLEY B. ATKINS, whose name as ✓ of CITATION CORPORATION, a Delaware 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 24 day of July, 1997.

[Signature]
Notary Public

[NOTARIAL SEAL]


My commission expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: Dec. 12, 1999.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that STANLEY B. ATKINS, whose name as ✓ of CITATION CASTINGS, INC., an Alabama 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 24 day of July, 1997.


Notary Public

[NOTARIAL SEAL]

My commission expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: Dec. 12, 1999.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned a Notary Public in and for said County in said State, hereby certify that Alan T. Orenman, whose name as Vice President of SOUTHTRUST BANK, 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 24 day of July, 1997.


Notary Public

[NOTARIAL SEAL]

My Commission Expires December 12, 1999
My commission expires: _____

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