

THIS INSTRUMENT PREPARED BY

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AND AFTER RECORDING PLEASE RETURN
TO THE PERSON NAMED ABOVE

Inst # 2001-35150
08/17/2001-35150
01:26 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
009 CH 36.00

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

**THIRD AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS, SECURITY
AGREEMENT AND FIXTURE FILING
(ALABAMA)**

THIS THIRD AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("**Amendment**") is dated as of June 12, 2001 and is by and between NATIONAL-STANDARD COMPANY, an Indiana corporation ("**Mortgagor**"), and FOOTHILL CAPITAL CORPORATION, a California corporation ("**Mortgagee**").

WHEREAS, Mortgagor and Mortgagee are parties to a certain Loan and Security Agreement dated as of May 24, 1994, as amended (the "**Loan Agreement**"), pursuant to which loans in an aggregate principal amount of \$60,000,000 (the "**Loans**") were made by Mortgagee to Mortgagor. The Loans are secured by a certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of May 24, 1994 and filed with the Judge of Probate of Shelby County, Alabama on June 13, 1994 as Instrument No. 1994-18838, as amended (the "**Mortgage**"). A legal description of the real estate encumbered by the Mortgage is attached hereto as **Exhibit A**. The Mortgage recites that Mortgagor is justly indebted to Mortgagee in the maximum principal amount of \$60,000,000; provided, however, the principal amount secured by the Mortgage is limited to \$2,000,000 (the "**Maximum Principal Amount**"). Mortgage tax in the amount of \$3,066 was paid at the time of recordation of the Mortgage. As of the date hereof, the aggregate outstanding principal balance secured by the Mortgage has not been reduced to \$2,000,000.

WHEREAS, the parties hereto entered into a certain Second Amended and Restated Loan Agreement dated as of January 17, 2001 (said Second Amended and Restated Loan Agreement, together with all amendments, supplements, modifications and replacements thereof, being hereinafter referred to as the "**Second Amended Loan Agreement**"), pursuant to which the Loans were restructured to consist of a revolving loan in the maximum principal amount of \$25,000,000, and two term loans in the aggregate principal amount of \$32,289,247.57 (the "**Amended Loans**").

WHEREAS, subject to the terms of the Second Amended Loan Agreement, the parties now desire to amend the Mortgage to modify the description of the obligations secured thereby and such other matters as are set forth below.

NOW, THEREFORE, in consideration of the above recitals and the advances, credit and other financial accommodations heretofore and hereinafter made to Mortgagor by Mortgagee, Mortgagor and Mortgagee hereby agree as follows:

1. **Recitals.** The foregoing recitals hereby are made a part hereof.
2. **Capitalized Terms.** All capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Second Amended Loan Agreement.
3. **Amendment.** The Mortgage is hereby amended as follows:
 - A. **Secured Obligations.** Section entitled "SECURED OBLIGATIONS" of the Mortgage is hereby deleted and replaced with the following:

"SECURED OBLIGATIONS"

Mortgagor has bargained and sold, and hereby does grant, bargain, sell and convey the Mortgaged Property to Mortgagee for the purpose of securing: (1) the payment and performance of each and every obligation and agreement of Mortgagor to Mortgagee under that certain Second Amended and Restated Loan Agreement dated as of January 17, 2001, as amended from time to time, by and between Mortgagor and Mortgagee (the "**Loan and Security Agreement**") including (a) the revolving advances to Mortgagor in a maximum principal amount of Twenty Five Million and No/100 Dollars (\$25,000,000); (b) a term loan to Mortgagor in the principal amount of Twelve Million Two Hundred Eighty-Nine Thousand Two Hundred Forty-Seven and 57/100 Dollars (\$12,289,247.57), evidenced by and repayable in accordance with the terms and conditions of the Equipment/Real Property Term Note dated as of January 17, 2001; and (c) a term loan to Mortgagor in the principal amount of Twenty Million and No/100 Dollars (\$20,000,000), evidenced and repayable in accordance with the terms and conditions of the New Equipment Term Note dated as of January 17, 2001; (2) the payment and performance by Mortgagor of all covenants, warranties, and other obligations of Mortgagor

under this Mortgage; (3) payment and performance of all future advances and other obligations that the then record owner of all or part of the Mortgaged Property may agree to pay or perform or both pay and perform, as the case may be (whether as principal, surety or guarantor) for the benefit of Mortgagee, when the obligation is evidenced by a writing reciting that it is secured by this Mortgage; (4) all interest and charges on all obligations secured hereby, including, without limitation, prepayment charges, late charges, court costs, reasonable attorneys' fees, and loan fees; and (5) all modifications, amendments, restatements, extensions, supplements, replacements and renewals of one or more of the obligations secured hereby, including, without limitation, (a) modifications of the required principal payment dates or interest payment dates, as the case may be, deferring or accelerating payment dates wholly or partly, and (b) modifications, extensions or renewals at a different rate of interest, whether or not in the case of a note, the modification, extension or renewal is evidenced by a new or additional promissory note or other instrument.

The obligations described above which are secured by this Mortgage are collectively referred to herein as "Secured Obligations". All persons who may have or acquire an interest in the Mortgaged Property shall be deemed to have notice of the terms of the Obligations."

B. **Mortgage.** Each reference in the Mortgage to "this Mortgage", "hereunder", "herein", "hereof" or words of like import referring to the Mortgage shall mean and refer to the Mortgage as amended by this Amendment.

C. **Mortgagor; Mortgagee.** Each reference in the Mortgage to "Borrower" and "Lender" or words of like import shall mean and refer to "Mortgagor" and "Mortgagee", respectively.

D. **Loan.** Each reference in the Mortgage to "the Loan" or words of like import shall mean and refer to the Loans.

E. **Loan Agreement.** Each reference in the Mortgage to "the Loan Agreement", the "Loan Documents", "thereunder", "therein", "thereof" or words of like import shall mean and refer to the Second Amended Credit Agreement.

4. **Note.** Each reference in the Mortgage to "the Note", "thereunder", "therein", "thereof" or words of like import referring to or including the Note shall mean and collectively refer to all notes evidencing the Loans under the Second Amended Credit Agreement, including but not limited to, the Equipment/Real Property Term Note and the New Equipment Term Note which evidence the Loans, together with all amendments, supplements, modifications and replacements thereof.

5. **Ratification.** The Mortgage, as amended hereby, shall be and remain in full force and effect in accordance with its terms and is hereby ratified and confirmed in all respects.

6. **Binding Obligations.** Mortgagor hereby represents and warrants that the Mortgage, as amended hereby, constitutes the legal, valid, and binding obligations of Mortgagor, enforceable against Mortgagor in accordance with its terms.

7. **Priority.** The parties hereby acknowledge that this Amendment is intended to clarify the provisions of the Mortgage regarding the indebtedness secured and should not be construed to affect the priority of the Mortgage.

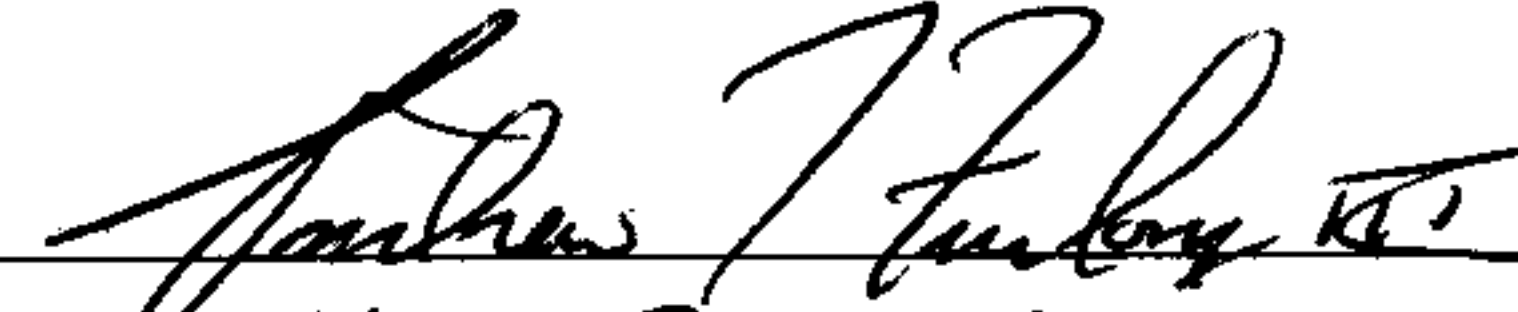
8. **Authority.** The execution of this Amendment by the Mortgagor has been duly authorized by Mortgagor's Board of Directors.

9. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed a part of an original, and which together shall constitute one and the same agreement.

10. **Maximum Principal Amount.** Notwithstanding the foregoing, the Maximum Principal Amount of the indebtedness secured by the Mortgage shall remain the same.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first above written, although actually executed on the date set forth in the acknowledgments below.

FOOTHILL CAPITAL CORPORATION,
a California corporation

By 
Its VICE PRESIDENT

NATIONAL-STANDARD COMPANY,
an Indiana corporation


By 
Its President and CEO

ACKNOWLEDGMENT

STATE OF Massachusetts,
COUNTY OF Suffolk) SS
)

I, the undersigned authority, a Notary Public in and for said State, HEREBY CERTIFY THAT Andrew T. Furlong III, whose name as Vice President of FOOTHILL CAPITAL CORPORATION, a California 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 said 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 official seal this 22 day of June, 2001.



Notary Public

AFFIX SEAL

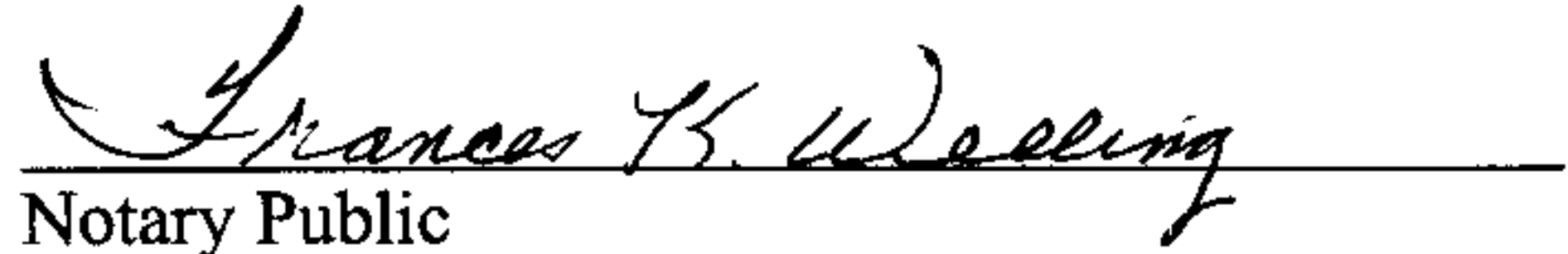
My Commission Expires: 7/29/2005

ACKNOWLEDGMENT

STATE OF MICHIGAN)
) SS
COUNTY OF BERRIEN)

I, the undersigned authority, a Notary Public in and for said State, HEREBY CERTIFY THAT E. A. Roskovensky whose name as President and CEO of NATIONAL-STANDARD COMPANY, an Indiana 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 said 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 official seal this 12th day of June, 2001.


Notary Public

AFFIX SEAL

My Commission Expires: 12-12-04



EXHIBIT A

Legal Description

Commence at the Southwest corner of Section 23, Township 21 South, Range 1 West, Shelby County, Alabama; thence proceed North 00° 07' 39" West along the West boundary of said Section for a distance of 123.94 feet to the point of beginning; from this beginning point proceed South 89° 50' 44" East for a distance of 350.40 feet; thence proceed South 00° 23' 31" West for a distance of 81.90 feet; thence proceed South 89° 28' 43" East for a distance of 336.30 feet; thence proceed North 00° 24' 17" East for a distance of 833.20 feet; thence proceed South 89° 37' 19" East for a distance of 75.98 feet; thence proceed North 00° 25' 57" East for a distance of 372.52 feet; thence proceed South 88° 26' 13" West for a distance of 774.63 feet; thence proceed South 88° 47' 14" West for a distance of 638.09 feet; thence proceed South 00° 06' 26" West for a distance of 2650.95 feet to a point on the Northerly right of way line of Alabama Highway No. 70; thence proceed North 88° 39' 51" East along the Northerly right of way line of said highway for a distance of 135.0 feet to a point on the Westerly boundary of Industry Road; thence proceed Northeasterly along the Westerly boundary of said Industry Road for a distance of 330.22 feet, a chord bearing and distance of North 20° 51' 50" East for 321.42 feet; thence proceed North 37° 03' 43" West for a distance of 277.64 feet; thence proceed North 02° 15' 02" West for a distance of 127.60 feet; thence proceed North 01° 23' 58" East for a distance of 246.04 feet; thence proceed North 31° 09' 44" East for a distance of 70.01 feet; thence proceed North 43° 41' 43" East for a distance of 91.79 feet; thence proceed North 57° 58' 50" East for a distance of 65.85 feet; thence proceed North 78° 14' 18" East for a distance of 40.10 feet; thence proceed North 83° 10' 46" East for a distance of 125.74 feet; thence proceed South 86° 06' 11" East for a distance of 117.09 feet; thence proceed North 00° 11' 44" East for a distance of 435.86 feet; thence proceed North 57° 16' 02" East for a distance of 102.94 feet; thence proceed South 89° 50' 44" East for a distance of 38.93 feet to the point of beginning. The above described land is located in the Southwest one-fourth of the Southwest one-fourth of Section 23, the Southeast one-fourth of the Southeast one-fourth of Section 22, and the East one-half of the Northeast one-fourth of Section 27, Township 21 South, Range 1 West, Shelby County, Alabama.

Also, commence at a corner accepted as the Southwest corner of the Northwest one-fourth of the Southwest one-fourth of Section 23, Township 21 South, Range 1 West, Shelby County, Alabama, as the point of beginning. From this beginning point proceed North 00° 02' 15" West for a distance of 1304.78 feet to an iron corner in place, said corner accepted as the Northwest corner of said quarter-quarter; thence proceed South 88° 40' 38" East along the North boundary of said quarter-quarter

(continued on next page)

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LESS AND EXCEPT THE FOLLOWING PROPERTY:

Commence at the Southeast corner of said Section 22; thence run North 00 degrees, 07 minutes, 39 seconds West along the East line of said Section 22 for a distance of 123.94 feet to a point; thence run South 89 degrees, 50 minutes, 44 seconds East for a distance of 350.40 feet to a point; thence run South 00 degrees, 23 minutes, 31 seconds West for a distance of 81.90 feet to a point; thence run South 89 degrees, 28 minutes, 43 seconds East for a distance of 336.30 feet to a point; thence run North 00 degrees, 24 minutes, 17 seconds East for a distance of 833.20 feet to a point; thence run South 89 degrees, 37 minutes, 19 seconds East for a distance of 75.98 feet to a point; thence run North 00 degrees, 25 minutes, 57 seconds East for a distance of 372.52 feet to a point; thence run South 88 degrees, 26 minutes, 13 seconds West for a distance of 774.63 feet to a point; thence run South 88 degrees, 47 minutes, 14 seconds West for a distance of 638.09 feet to a rebar and cap found; thence run South 00 degrees, 06 minutes, 26 seconds West for a distance of 644.9 feet to an iron pin set at the point of beginning; thence continue along last stated course for a distance of 2,006.05 feet to an iron pin set on the North right-of-way line of Alabama Highway Number 70; thence run North 88 degrees, 39 minutes, 51 seconds East along said North right-of-way line for a distance of 135.00 feet to an iron pin set; thence run North 08 degrees, 00 minutes, 00 seconds East along the Northwest right-of-way line of Industrial Road for a distance of 6.70 feet to an iron pin set on a curve to the right having a central angle of 42 degrees, 20 minutes, 28 seconds and a radius of 435.14 feet and a chord bearing of North 19 degrees, 33 minutes, 32 seconds East; thence run in a Northeasterly direction along the arc of said curve and also along said Northwest right-of-way line for a distance of 321.56 feet to an iron pin found; thence run North 36 degrees, 28 minutes, 28 seconds West for a distance of 272.02 feet to an iron pin found; thence run North 02 degrees, 31 minutes, 19 seconds West for a distance of 90.26 feet to an iron pin found; thence run North 00 degrees, 31 minutes, 18 seconds West for a distance of 60.10 feet to an iron pin found; thence run North 01 degrees, 40 minutes, 18 seconds East for a distance of 225.54 feet to an iron pin found on a curve to the right having a central angle of 36 degrees, 47 minutes, 55 seconds and a radius of 354.41 feet and a chord bearing of North 44 degrees, 27 minutes, 41 seconds East; thence run in a Northeasterly direction along the arc of said curve for a distance of 227.62 feet to an iron pin found; thence run North 78 degrees, 09 minutes, 19 seconds East for a distance of 40.30 feet to an iron pin found; thence run North 83 degrees, 07 minutes, 14 seconds East for a distance of 125.60 feet to an iron pin found; thence run South 85 degrees, 52 minutes, 41 seconds East for a distance of 89.90 feet to an iron pin set 27.62 feet West of an iron pin found; thence run North 01 degrees, 09 minutes, 58 seconds East for a distance of 39.21 feet to an iron pin set; thence run North 89 degrees, 22 minutes, 10 seconds West for a distance of 12.31 feet to an iron pin set; thence run North 00 degrees, 59 minutes, 22 seconds East for a distance of 51.87 feet to an iron pin set; thence run South 88 degrees, 05 minutes, 55 seconds East for a distance of 16.35 feet to an iron pin set; thence run North 00 degrees, 27 minutes, 47 seconds West for a distance of 142.00 feet to an iron pin set; thence run North 89 degrees, 21 minutes, 23 seconds West for a distance of 17.47 feet to an iron pin set; thence run North 00 degrees, 19 minutes, 58 seconds East for a distance of 215.05 feet to an iron pin set; thence run South 85 degrees, 00 minutes, 34 seconds East for a distance of 19.14 feet to an iron pin set; thence run North 00 degrees, 25 minutes, 16 seconds East for a distance of 93.29 feet to an iron pin set; thence run North 00 degrees, 08 minutes, 31 seconds East for a distance of 457.99 feet to an iron pin set; thence run North 02 degrees, 59 minutes, 40 seconds West for a distance of 134.20 feet to an iron pin set; thence run North 87 degrees, 18 minutes, 31 seconds West for a distance of 41.79 feet to an iron pin set; thence run North 89 degrees, 35 minutes, 16 seconds West for a distance of 136.02 feet to an iron pin set; thence run North 84 degrees, 23 minutes, 03 seconds West for a distance of 192.14 feet to an iron pin set; thence run South 01 degrees, 00 minutes, 07 seconds West for a distance of 203.39 feet to an iron pin set; thence run South 74 degrees, 49 minutes, 17 seconds West for a distance of 81.83 feet to an iron pin set; thence run North 89 degrees, 06 minutes, 47 seconds West for a distance of 41.23 feet to the point of beginning. Said parcel containing 15.57 acres, more or less.

08/17/2011 01:26 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
009 CH 36.00