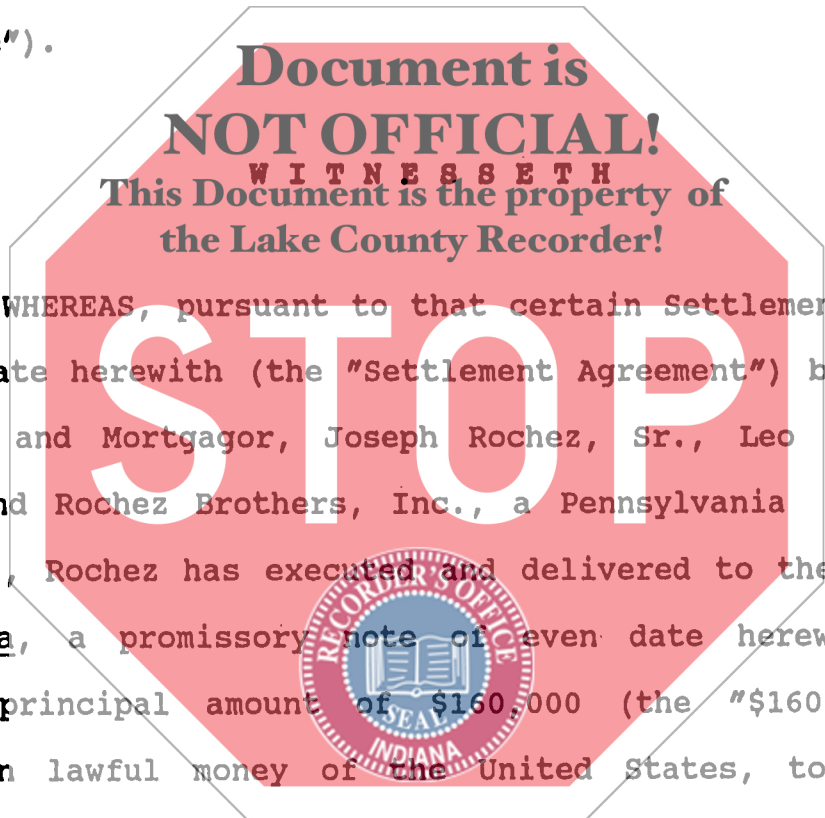


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SECOND MORTGAGE

THIS SECOND MORTGAGE, dated October 22, 1992, by SPECIALTY STEEL PRODUCTS, INC., a Delaware corporation (the "Mortgagor"), in favor of EQUITABLE GAS COMPANY, a division of EQUITABLE RESOURCES, INC., a Pennsylvania corporation, (the "Mortgagee").



WHEREAS, pursuant to that certain Settlement Agreement of even date herewith (the "Settlement Agreement") by and among Mortgagee and Mortgagor, Joseph Rochez, Sr., Leo Rochez, Iva Rochez, and Rochez Brothers, Inc., a Pennsylvania corporation ("Rochez"), Rochez has executed and delivered to the Mortgagee, inter alia, a promissory note of even date herewith in the original principal amount of \$160,000 (the "\$160,000 Note"), payable in lawful money of the United States, together with interest thereon at the rate provided in the \$160,000 Note until the entire indebtedness is paid in full, in the manner and at the times set forth therein, and containing certain other conditions, all of which are incorporated herein by reference; and


STATE OF INDIANA
LAKE COUNTY
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RECORDER

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WHEREAS, pursuant to the Settlement Agreement, Joseph Rochez, Sr., Leo Rochez, and Iva Rochez (the "Guarantors") have executed and delivered to the Mortgagee that certain Guaranty Agreement of even date herewith (the "Guaranty"); and

WHEREAS, the Mortgagor in the Settlement Agreement agreed to execute and deliver this Mortgage as security for the due and punctual performance of Rochez under the \$160,000 Note and the Settlement Agreement and of the Guarantors under the Guaranty;

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NOW, ~~THEREFORE~~, in consideration of such indebtedness and as security for all payments of monies which are due or payable under the \$160,000 Note, the Settlement Agreement, and the Guaranty according to their terms and conditions, and for performance of the agreements, conditions, covenants, provisions and stipulations contained herein and therein, the Mortgagor has granted, conveyed, bargained, sold, aliened, enfeoffed, released, confirmed and mortgaged, and by these presents does hereby grant, convey, bargain, sell, alien, enfeoff, release, confirm and mortgage and warrant, assign, transfer, pledge and deliver unto Mortgagee that certain property located in Hammond, Indiana and more fully described in Schedule I attached hereto.



TOGETHER WITH

1. all buildings, additions and improvements erected or hereafter erected thereon;

2. all fixtures of any nature whatsoever now or at the time hereafter installed in, attached to or situated in or upon the above described real estate or any buildings, additions and improvements now or hereafter erected thereon, or used or intended to be used in connection with said real estate, or in the operation of any buildings and improvements now or hereafter erected thereon, or in the operation or maintenance of any such building or improvement situate thereon;

3. any and all tenements, hereditaments and appurtenances belonging to the real estate or any part thereof hereby mortgaged or intended so to be, or in any way appertaining thereto, and all streets, alleys, passages, ways, water courses, and all leasehold estates, easements, licenses, permits, approvals, covenants and other agreements now existing or hereafter created for the benefit of the Mortgagor or any subsequent owner or tenant of said real estate over ground adjoining said real estate and all rights to enforce the maintenance thereof, and all other rights, liberties and privileges of whatsoever kind or character, and the reversions and remainders, income, rents, issues, profits and accounts

receivable arising therefrom, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law or in equity, of the Mortgagor in and to said real estate or any part thereof;

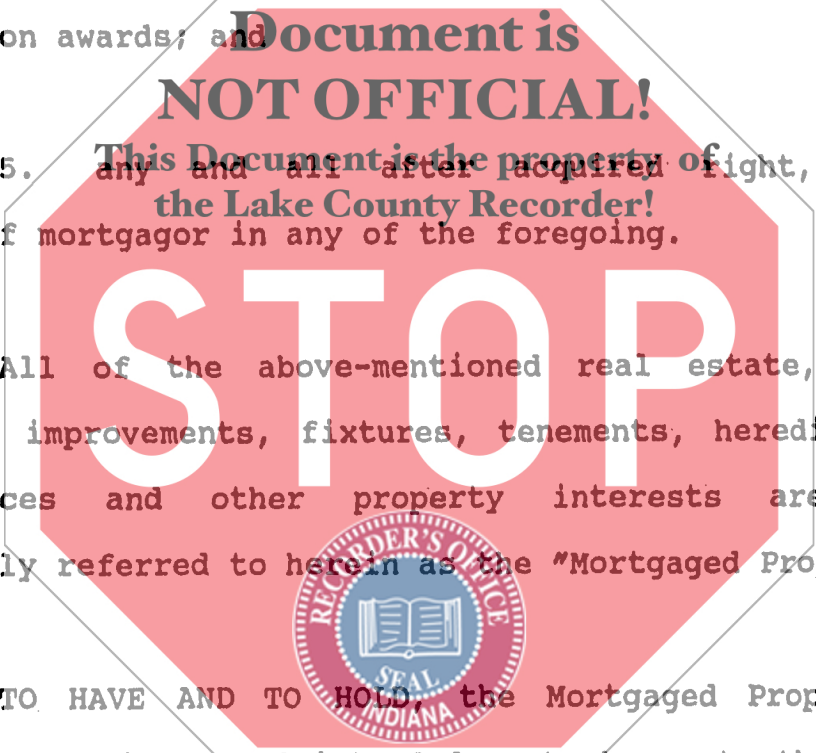
4. all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including without limitation, proceeds of insurance and condemnation awards; and

5. ~~any and all after acquired~~ right, title and interest of mortgagor in any of the foregoing.

All of the above-mentioned real estate, buildings, additions, improvements, fixtures, tenements, hereditaments and appurtenances and other property interests are sometimes collectively referred to herein as the "Mortgaged Property".

TO HAVE AND TO HOLD, the Mortgaged Property hereby conveyed or mentioned and intended so to be, unto the Mortgagee, to its own use forever.

PROVIDED, ALWAYS, and this instrument is upon the express condition that, if Rochez or the Guarantors pay or cause to be paid to Mortgagee all sums which are due and payable to Mortgagee in accordance with the provisions of the Settlement



Agreement, at the times and in the manner specified, without deduction, fraud or delay, and Rochez and the Guarantors perform and comply with or cause to be performed and complied with all the agreements, conditions, covenants, provisions and stipulations contained herein and in the \$160,000 Note, the Settlement Agreement, and the Guaranty, then this Mortgage and the estate hereby granted shall cease and become void.

THE MORTGAGOR REPRESENTS, COVENANTS AND WARRANTS, to and with the Mortgagee that until all of Rochez's and the Guarantor's obligations under the \$160,000 Note, the Settlement Agreement, the Guaranty, and all of the Mortgagor's obligations hereunder have been paid and performed:

1. Payment and Performance. The Mortgagor shall, to the best of its ability, without limitation, timely perform all of its obligations and duties under any lease, easement agreement, license, permit, approval, covenant or other agreement relating to, affecting, created for the benefit of or used in connection with the operation of all or any portion of the Mortgaged Property now or hereafter in effect.

2. Representations and Warranties of Mortgagor.

(a) The Mortgagor warrants that it possesses good and marketable title in fee simple absolute to the Mortgaged Property.

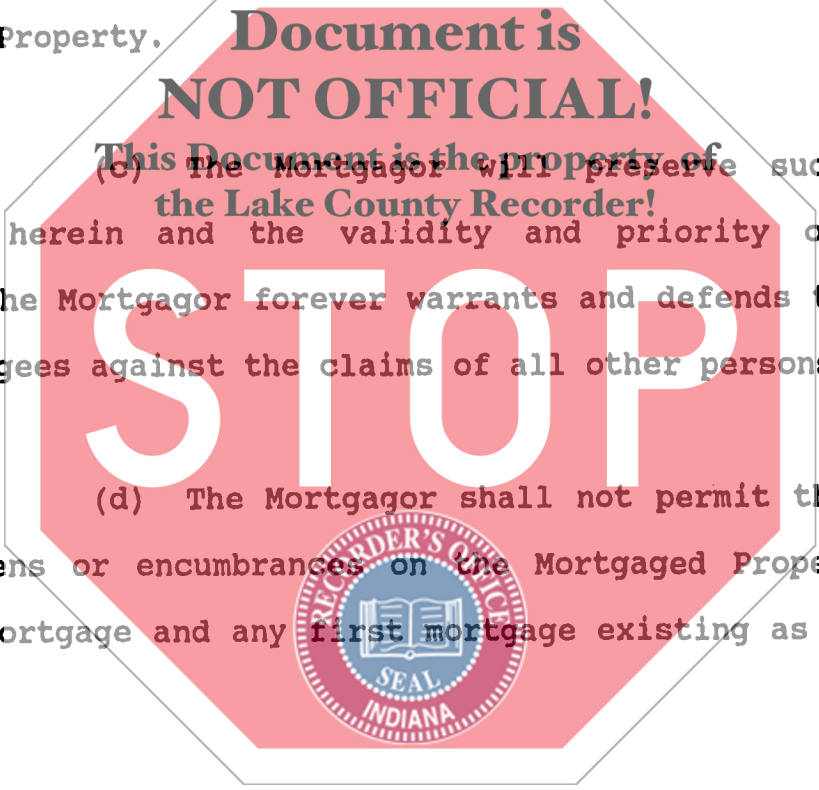
(b) This Mortgage constitutes a legal, valid, and enforceable obligation of the Mortgagor, and when duly recorded shall constitute a second mortgage security interest in the Mortgaged Property.

(c) The Mortgagor will preserve such title as warranted herein and the validity and priority of the lien hereof. The Mortgagor forever warrants and defends the claim of the Mortgagees against the claims of all other persons.

(d) The Mortgagor shall not permit the existence of any liens or encumbrances on the Mortgaged Property, except for this Mortgage and any first mortgage existing as of the date hereof.

(e) No fire or other adverse change has occurred to the Mortgaged Property as of the date hereof.

(f) The Mortgagor has not received any notice of eminent domain proceedings with respect to the Mortgaged Property as of the date hereof.



(g) All representations and warranties herein by the Mortgagor with respect to the Mortgaged Property remain true and correct as of the date hereof.

3. Maintenance of Mortgaged Property. The Mortgagor shall keep and maintain or cause to be kept and maintained all buildings and improvements now or at any time hereafter erected on the Mortgaged Property and any sidewalks and curbs abutting them, in good order and condition and in a rentable and tenantable state of repair, and will make or cause to be made, as and when necessary, all repairs, renewals and replacements, structural and nonstructural, exterior and interior, ordinary and extraordinary, foreseen and unforeseen. The Mortgagor shall abstain from and shall not permit the commission of waste in or about the Mortgaged Property.

4. Insurance.

(a) The Mortgagor shall keep the Mortgaged Property continuously insured, to the extent of its full insurable replacement value (or at least to the extent necessary to protect the interests of Mortgagee hereunder or pursuant to the Settlement Agreement), against loss or damage by fire, with extended coverage and income interruption coverage, and with coverage against loss or damage by vandalism, malicious mischief,

and, if required by federal law, against flood and against other hazards as the Mortgagee may reasonably require from time to time, and with comprehensive general liability coverage in commercially reasonable amounts.

(b) All policies, including policies for any amounts carried in excess of the required minimum, shall be in form satisfactory to the Mortgagee, shall be issued by companies satisfactory to the Mortgagee, shall be maintained in full force and effect, and shall provide for at least 30 days' notice to the Mortgagee of cancellation or change in coverage, and any hazard insurance policies shall be endorsed with a standard mortgagee clause in favor of the Mortgagee, not subject to contribution, and shall be for a term of at least one year.

(c) If the Mortgagee determines that the insurance coverage is unsatisfactory by reason of the failure or impairment of the capital of any company in which the insurance may then be carried, or if for any reason whatever the insurance shall be unsatisfactory to the Mortgagee, the Mortgagor shall place new insurance on the Mortgaged Property, satisfactory to the Mortgagee.

(d) Subject to the rights of any first mortgagee, in the event of any fire or casualty, all proceeds of insurance, including the return of any unearned premiums, shall be used, at the option of the Mortgagor and with the consent of the Mortgagee (which shall not be unreasonably withheld), to payment of the costs of altering, restructuring or rebuilding any part of the Mortgaged Property which may have been altered, damaged or destroyed as a result of a fire or casualty. Any portion of such proceeds not used for such purposes shall be applied to the obligation secured by this Mortgage.

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(e) In the event of casualty loss, the Mortgagor will give immediate notice thereof to the Mortgagee, and Mortgagee may make proof of loss if not made promptly by the Mortgagor; provided, however, that any adjustment of a proof of loss shall require the prior written consent of the Mortgagee. Each insurance company issuing hazard insurance policies in respect of the Mortgaged Property is hereby authorized and directed to make payment under such insurance, including return of unearned premiums, directly to the Mortgagee, and the Mortgagor appoints the Mortgagee, irrevocably, as the Mortgagor's attorney-in-fact to endorse any draft therefor. If the Mortgagee becomes the owner of the Mortgaged Property or any part thereof by foreclosure or otherwise, such policies, including the right, title and interest of the Mortgagor thereunder, shall become the absolute property of the Mortgagee.

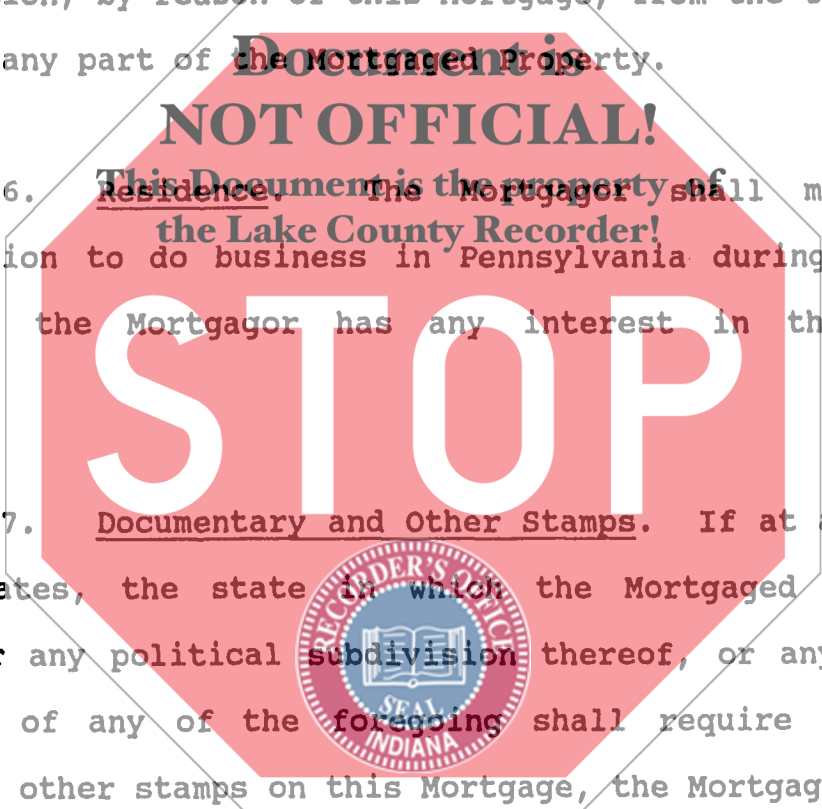
(f) Notwithstanding anything in this Section 4 to the contrary, the Mortgagee hereby acknowledges and approves the Mortgagor's existing and future insurance coverage, as required by Pittsburgh National Bank, the first lien holder with respect to the Mortgage Property, and any successor first mortgagee. Mortgagee further acknowledges that its rights as provided for in this Section 4 are under and subject to the rights of Pittsburgh National Bank or any successor first mortgagee.

5. ~~Taxes and Other Charges.~~ The Mortgagor shall pay when due and payable and before interest or penalties are due thereon without any deduction, defalcation or abatement, all taxes, assessments, water and sewer rents and all other charges or claims which may be assessed, levied or filed at any time against the Mortgagor, the Mortgaged Property or any part thereof or against the interest of the Mortgagee therein, or which by any present or future law may have priority over the obligations secured hereby either in lien or in distribution out of the proceeds of any judicial sale. The Mortgagor shall upon demand promptly deliver to the Mortgagee receipts for the payments thereof. If the Mortgagor is not in default hereunder and in good faith and by appropriate legal action shall contest the validity of any such item, or the amount thereof, and shall have established on its books or by deposit of cash with the Mortgagee, as the Mortgagee may elect, a reserve for the payment thereof in such amounts as the Mortgagee may require (including

any interest and penalties which may be payable in connection therewith), then the Mortgagor shall not be required to pay the item or to produce the required receipts while the reserve is maintained and so long as the contest that operates to prevent collection is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to the Mortgagor. Further, the Mortgagor will not apply for or claim any deduction, by reason of this Mortgage, from the taxable value of all or any part of the Mortgaged Property.

6. Residence. The Mortgagor shall maintain its qualification to do business in Pennsylvania during the entire time that the Mortgagor has any interest in the Mortgaged Property.

7. Documentary and Other Stamps. If at any time the United States, the state in which the Mortgaged Property is located or any political subdivision thereof, or any department or bureau of any of the foregoing shall require documentary, revenue or other stamps on this Mortgage, the Mortgagor on demand shall pay for them together with any interest or penalties payable thereon.



8. Other Taxes. If any law or ordinance now or hereafter imposes a tax directly or indirectly on the Mortgagee with respect to the Mortgaged Property, the value of the Mortgagor's equity therein, or the obligations secured by this Mortgage, the Mortgagor shall promptly pay such tax.

9. Compliance With Law and Regulations. The Mortgagor shall comply with all laws, ordinances, regulations and orders of all federal, state, municipal and other governmental authorities relating to the Mortgaged Property, unless the Mortgagor delivers to the Mortgagee (a) a certificate of the Mortgagor setting forth the nature of such violation, and (b) an opinion of counsel to the Mortgagor to the effect that such violation is not material.

10. Inspection. The Mortgagee and any persons authorized by the Mortgagee shall have the right, upon reasonable notice to the Mortgagor, to inspect the Mortgaged Property.

11. Required Notices. The Mortgagor shall notify the Mortgagee promptly of the occurrence of any of the following:

(a) a fire or other casualty causing damage to the Mortgaged Property in excess of \$5,000;

(b) receipt of notice of eminent domain proceedings or condemnation of all or any part of the Mortgaged Property;

(c) receipt of notice from any governmental authority relating to the structure, use or occupancy of the Mortgaged Property or any real property adjacent to the Mortgaged Property;

(d) receipt of any default or termination notice from any tenant of all or any portion of the Mortgaged Property;

(e) substantial change in the occupancy of the Mortgaged Property;

(f) receipt of any default or acceleration notice from the holder of any lien or security interest in the Mortgaged Property;

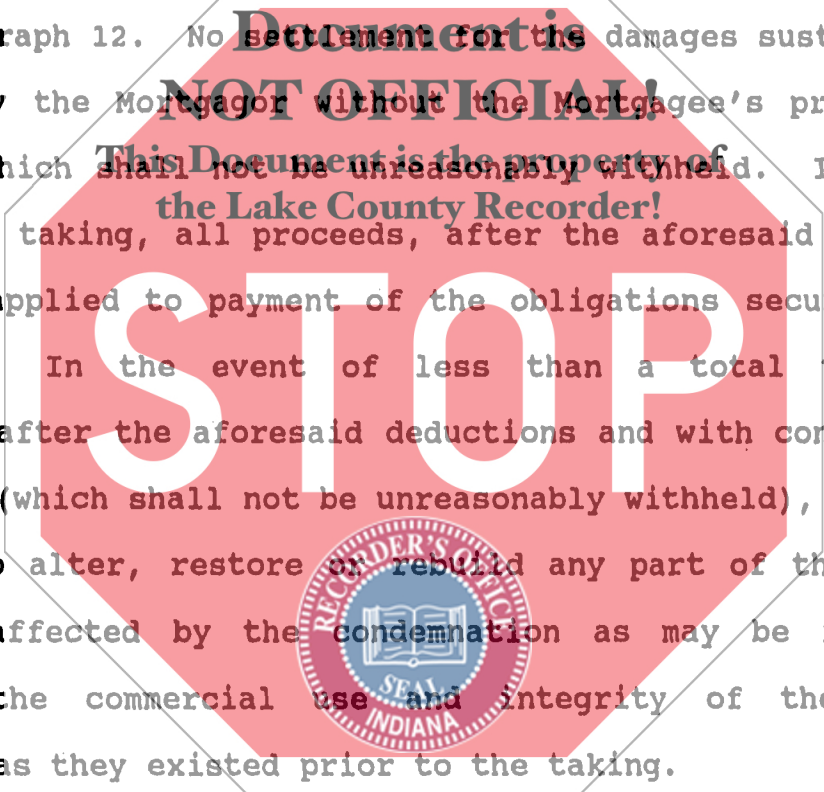
(g) commencement of any material litigation affecting the Mortgagor or the Mortgaged Property.

12. Condemnation.

(a) Subject to the rights of any first mortgagee, in the event of any condemnation or taking of any part of the Mortgaged Property by eminent domain (or bona fide sale in lieu thereof), alteration of the grade of any street, or other injury



to or decrease in the value of the Mortgaged Property by any public or quasipublic authority or corporation, all proceeds (that is, the award or agreed compensation for the damages sustained) allocable to the Mortgagor, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and, whether incurred with or without suit) including attorney's fees incurred by the Mortgagee, in connection with the collection of such proceeds, shall be applied as set forth in this paragraph 12. No settlement for the damages sustained shall be made by the Mortgagor without the Mortgagee's prior written approval which shall not be unreasonably withheld. In the event of a total taking, all proceeds, after the aforesaid deductions, shall be applied to payment of the obligations secured by this Mortgage. In the event of less than a total taking, all proceeds, after the aforesaid deductions and with consent of the Mortgagee (which shall not be unreasonably withheld), shall first be used to alter, restore or rebuild any part of the Mortgaged Property affected by the condemnation as may be required to maintain the commercial use and integrity of the land and buildings as they existed prior to the taking.



(b) Subject to the rights of any first mortgagee, if prior to the receipt of such proceeds by the Mortgagee, the Mortgaged Property shall have been sold on foreclosure or otherwise, the Mortgagee shall have the right to receive the proceeds to the extent of the full amount of all such proceeds,

less any proceeds in excess of amounts owed to the Mortgagee. To the extent that such proceeds remain insufficient to satisfy amounts owed to the Mortgagee, however, this Mortgage shall be non-recourse to the Mortgagor.

(c) If the proceeds of the initial award of damages for the condemnation or taking are insufficient to pay in full the obligations secured hereby, the Mortgagee shall have the right under and subject to the rights of any first mortgagee, to prosecute to final determination or settlement an appeal or other appropriate proceedings in the name of the Mortgagee or the Mortgagor, for which the Mortgagee is hereby appointed irrevocably as attorney-in-fact for the Mortgagor, which appointment, being for security, is irrevocable. In that event, the expenses of the proceedings, including reasonable counsel fees, shall be paid first out of the proceeds, and only the excess, if any, paid to the Mortgagee shall be credited against the amounts due under this Mortgage.

(d) Nothing herein shall limit the rights otherwise available to the Mortgagee, at law or in equity, including the right to intervene as a party to any condemnation proceeding.

13. Right to Remedy Defaults. Unless the Mortgagor has exercised its right to contest taxes and other charges, in good faith, pursuant to Section 5 hereof, if the Mortgagor should fail to pay real estate taxes or other taxes, assessments, water and sewer rents, charges and claims, sums due under any prior lien or approved prior lien, or insurance premiums, or fail to make necessary repairs, or permit waste, or fail to cure any default under any prior lien or approved prior lien, the Mortgagee, at its election and without notice to the Mortgagor, shall have the right to make any payment or expenditure and to take any action which the Mortgagor should have made or taken, or which the Mortgagee deems advisable to protect the security of this Mortgage or the Mortgaged Property, without prejudice to any of the Mortgagee's rights or remedies available hereunder or otherwise, at law or in equity. All such sums, as well as costs, advanced by the Mortgagee pursuant to this Mortgage shall be secured hereby and the lien therefor shall relate back to the date of this Mortgage, and shall bear interest from the date of payment by the Mortgagee until the date of repayment at a rate equal to the interest announced publicly by Pittsburgh National Bank from time to time as its then prime rate or the highest rate permitted by applicable law.

14. Events of Default. Each of the following shall constitute an event of default ("Event of Default") hereunder:

(a) Any default in (i) the performance of any obligation, covenant, or liability contained or referred to herein, (ii) in the payment of principal of or interest on either the \$160,000 Note or any amounts due under the Settlement Agreement when due, or (iii) in the performance of any obligation, covenant, or liability contained or referred to in the Guaranty.

(b) Any representation or warranty herein, in the \$160,000 Note, in the Settlement Agreement, in the Guaranty, or in any agreement entered into in connection herewith or therewith or in any certificate, schedule, or statement furnished pursuant hereto or thereto shall prove to have been false or misleading in any material respect as of the time made or furnished.

(c) Failure of the Mortgagor to perform or comply with any of the agreements, conditions, covenants, provisions or stipulations contained in this Mortgage, and continuance of such failure uncured for ten days after written notice from the Mortgagee to the Mortgagor that such failure has occurred or such longer period as may be necessary in the case of a default not curable by the exercise of due diligence within such ten-day period provided that the Mortgagor shall have commenced to cure such default within such ten-day period and shall complete such cure as quickly as reasonably possible with the exercise of due diligence.

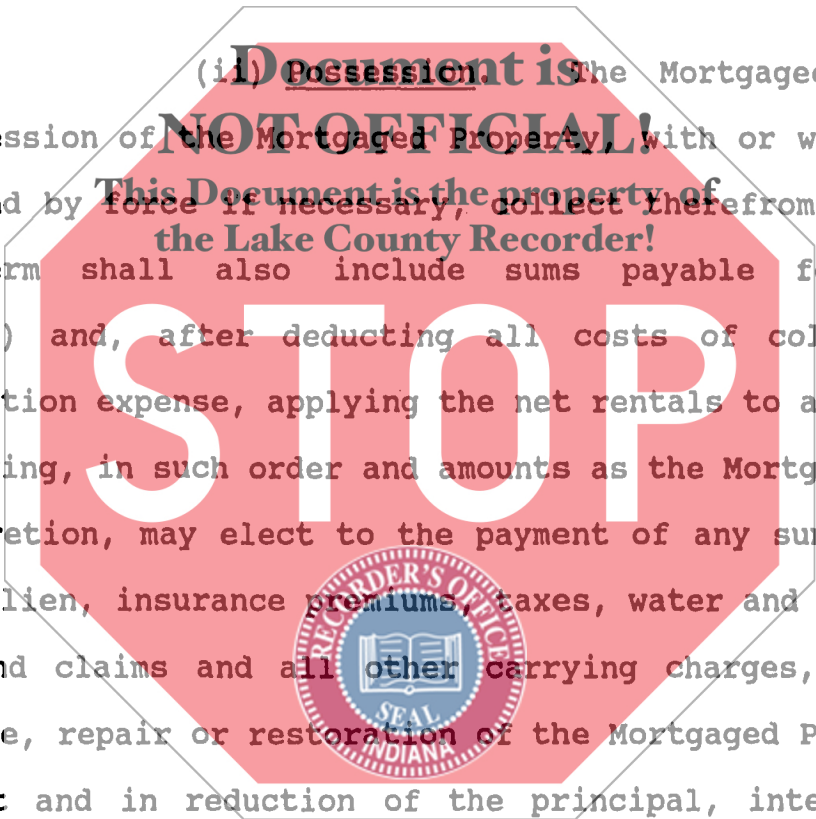
15. Remedies.

(a) Subject to the rights of any first mortgagee, upon the occurrence of any Event of Default, the Mortgagee may declare to be immediately due and payable the outstanding principal balance of the \$160,000 Note, and the interest accrued thereon, and all amounts payable under the Settlement Agreement and the Guaranty, and may do one or more of the following:

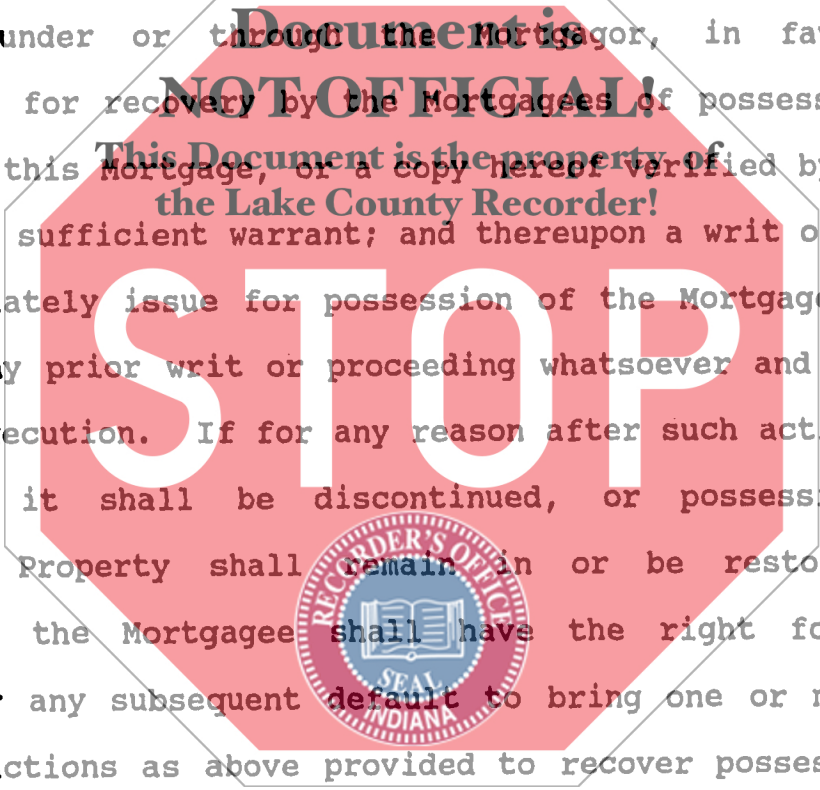
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(1) Foreclosure. The Mortgagee may institute an action of mortgage foreclosure against the Mortgaged Property, or take such other action at law or in equity for the enforcement of this Mortgage and realization on the mortgage security or any other security herein or elsewhere provided for, as the law may allow, and may proceed therein to final mortgage foreclosure judgment and execution for the entire unpaid balance of Rochez's obligations under the \$160,000 Note and the Settlement Agreement and of the Guarantors' obligations under the Guaranty, with interest at a rate equal to the lesser of two percent (2%) per annum above the rate announced publicly from time to time by Pittsburgh National Bank as its then prime rate or the highest rate permitted by applicable law, together with all other sums due to the Mortgagee in accordance with the provisions of this Mortgage including all sums which may have been advanced by the Mortgagee for insurance, taxes, water or sewer rents, charges or claims, payments on prior liens or

repairs to the Mortgaged Property, all costs of suit, together with interest at said rate on any judgment obtained by the Mortgagee from and after the date of any Sheriff's sale until actual payment is made by the Sheriff of the full amount due the Mortgagee, and reasonable attorneys' commission for collection, provided such attorney's commission should not exceed the amount permitted by law.

(ii) Possession. The Mortgagee may enter into possession of the Mortgaged Property, with or without legal action, and by force if necessary, collect therefrom all rentals (which term shall also include sums payable for use and occupation) and, after deducting all costs of collection and administration expense, applying the net rentals to any or all of the following, in such order and amounts as the Mortgagee, in its sole discretion, may elect to the payment of any sums due under any prior lien, insurance premiums, taxes, water and sewer rents, charges and claims and all other carrying charges, and to the maintenance, repair or restoration of the Mortgaged Property, and on account and in reduction of the principal, interest or any other sums hereby secured. In and for that purpose the Mortgagor hereby assigns to the Mortgagee all rentals due and to become due under any lease or leases or rights to use and occupation of the Mortgaged Property hereafter created, as well as all rights and remedies provided in such lease or leases or at law or in equity for the collection of the rentals. For the purpose of obtaining



possession of the Mortgaged Property in the event of any default hereunder, the Mortgagor hereby authorizes and empowers any attorney of any court of record in the State of Indiana or elsewhere, as attorney for the Mortgagor and all persons claiming under or through the Mortgagor, to sign an agreement for entering in any competent court an amicable action in ejectment for possession of the Mortgaged Property and to appear for and confess judgment against the Mortgagor, and against all persons claiming under or through the Mortgagor, in favor of the Mortgagee, for recovery by the Mortgagees of possession thereof for which this Mortgage, or a copy hereof verified by affidavit, shall be a sufficient warrant; and thereupon a writ of possession may immediately issue for possession of the Mortgaged Property, without any prior writ or proceeding whatsoever and without any stay of execution. If for any reason after such action has been commenced it shall be discontinued, or possession of the Mortgaged Property shall remain in or be restored to the Mortgagor, the Mortgagee shall have the right for the same default or any subsequent default to bring one or more further amicable actions as above provided to recover possession of the Mortgaged Property. The Mortgagee may bring an amicable action in ejectment and confess judgment therein before or after the institution of proceedings to foreclose this Mortgage, or after entry of judgment thereon, or after a Sheriff's sale or judicial sale or other foreclosure sale of the Mortgaged Property in which the Mortgagee are the successful bidders, it being the



understanding of the parties that the authorization to pursue such proceedings for obtaining possession and confession of judgment thereon is an essential part of the remedies for enforcement of this Mortgage, and shall survive any execution sale to the Mortgagee.

(b) Subject to the rights of any first mortgagee, any real estate sold pursuant to any writ of execution issued on a judgment obtained by virtue of this Mortgage, or pursuant to any other judicial proceedings under this Mortgage, may be sold in one parcel, as an entirety, or in such parcels, and in such manner or order as the Mortgagee, in its sole discretion, may elect.

(c) The exercise by the Mortgagee of any remedies under this Mortgage shall not preclude any remedies the Mortgagee may have under the \$160,000 Note, the Guaranty, the Settlement Agreement, or otherwise at law or in equity, in the event such agreements are also in default.

Notwithstanding anything in this Section 15 or elsewhere in this Mortgage to the contrary, this Mortgage shall remain a non-recourse obligation of the Mortgagor, intended to provide security for obligations set forth in the \$160,000 Note, the

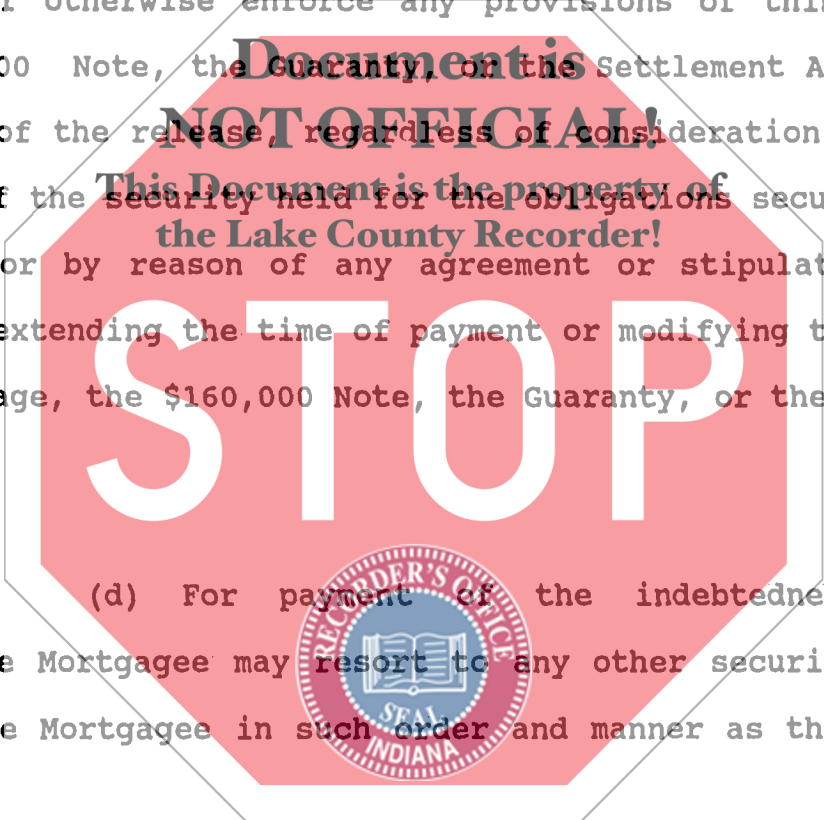
Guaranty, and the Settlement Agreement, and shall be construed and interpreted as such, Mortgagee's sole recourse against Mortgagor for the payment or performance of any obligation in this Mortgage being against the Mortgaged Property.

16. Rights and Remedies Cumulative.

(a) The rights and remedies of the Mortgagee as provided in this Mortgage, in the \$160,000 Note, in the Guaranty, and in the Settlement Agreement shall be cumulative and concurrent; may be pursued separately, successively or together against the Mortgagor, Rochez, the Guarantors, and/or the Mortgaged Property, at the sole discretion of the Mortgagee, and may be exercised as often as occasion therefor shall arise. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

(b) Any failure by the Mortgagee to insist upon strict performance by the Mortgagor of any of the terms and provisions of this Mortgage shall not be deemed to be a waiver of any of the terms or provisions of this Mortgage, and the Mortgagee shall have the right thereafter to insist upon strict performance by the Mortgagor of any and all of them.

(c) Unless expressly released and discharged in writing by the Mortgagee, neither the Mortgagor nor any other person now or hereafter obligated for payment of all or any part of the sums now or hereafter secured by this Mortgage shall be relieved of such obligation by reason of the failure of the Mortgagee to comply with any request of the Mortgagor or of any other person so obligated to take action to foreclose on this Mortgage or otherwise enforce any provisions of this Mortgage, the \$160,000 Note, the Guaranty, or the Settlement Agreement or by reason of the release, regardless of consideration, of all or any part of the security held for the obligations secured by this Mortgage, or by reason of any agreement or stipulation by the Mortgagee extending the time of payment or modifying the terms of this Mortgage, the \$160,000 Note, the Guaranty, or the Settlement Agreement.



(d) For payment of the indebtedness secured hereby, the Mortgagee may resort to any other security therefor held by the Mortgagee in such order and manner as the Mortgagee may elect.

17. Mortgagor's Waivers. To the extent permitted by law, the Mortgagor hereby waives and releases:

(a) all errors, defects and imperfections in any proceeding instituted by the Mortgagee under this Mortgage;

(b) all benefit that might accrue to the Mortgagor by virtue of any present or future law exempting the Mortgaged Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale or execution, or providing for any stay of execution, exemption from civil process or extension of time for payment;

(c) unless specifically required herein or in any other agreement of the Mortgagee delivered in connection herewith, all notices of the Mortgagee's election to exercise, or the Mortgagee's actual exercise of, any option under this Mortgage; and

(d) to the fullest extent permitted by law, Mortgagee hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on its own behalf, on behalf of the trust estate and all persons beneficially interested therein and on behalf of each and every person, except judgment creditors of Mortgagor acquiring title to or any interest in the Mortgaged Property subsequent to the date hereof.

18. Further Assurances. The Mortgagor will execute and deliver such further instruments and perform such further acts as may be reasonably requested by the Mortgagee from time to time to confirm the provisions of this Mortgage, to carry out more

effectively the purposes of this Mortgage, or to confirm the priority of the lien created by this Mortgage on any property, rights or interest encumbered or intended to be encumbered by the lien of this Mortgage. The Mortgagor shall pay all costs of recording, filing, refileing and acknowledging such documents in such public offices as the Mortgagees may require.

19. Severability and Savings Clauses. If any provision of this Mortgage is held to be invalid or unenforceable by a court of competent jurisdiction, the other provisions of this Mortgage shall remain in full force and effect and shall be liberally construed in favor of the Mortgagee in order to effect the provisions of this Mortgage.

20. Communications. All communications required under this Mortgage shall be in writing, and shall be sent by registered or certified mail, postage prepaid, to the address specified:

If to the Mortgagor: Specialty Steel Products, Inc.
600 Ross Avenue
Pittsburgh, Penna. 15221

If to the Mortgagee: Equitable Gas Company
c/o J. V. Milantoni, President
Allegheny Center Mall
Suite 2000
Pittsburgh, PA 15212-5352

Robert J. Cindrich, Esquire
Cindrich & Titus
Four Gateway Center, 20th Floor
Pittsburgh, PA 15222

All such notices and other communications shall, when mailed, be effective one business day after the date of deposit in the mail addressed as aforesaid.

21. Amendment. This Mortgage cannot be changed or amended except by agreement in writing signed by the party against whom enforcement of the change is sought.

22. Applicable Law. This Mortgage shall be governed by and construed and interpreted according to the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of laws provisions; provided, however, that the law of the situs of the Mortgaged Property shall apply concerning the recording and perfection of the mortgage lien intended by this Mortgage and to the foreclosure and other provisions of this Mortgage relating to the enforcement of the rights and remedies of Mortgagee.

23. Definitions. Whenever used in this Mortgage, unless the context clearly indicates a contrary intent

(a) The word "Mortgagor" shall mean the person or persons who execute this Mortgage, any subsequent owner (beneficially or of record, including without limitation any installment buyer) of the Mortgaged Property and their respective heirs, executors, administrators, successors and assigns.

(b) The words "Mortgagee" shall mean the person or persons specifically named herein as the "Mortgagee" or any subsequent holder of this Mortgage.

(c) The word "person" shall mean individual, corporation, partnership or unincorporated association.

(d) The use of any gender shall include all genders.

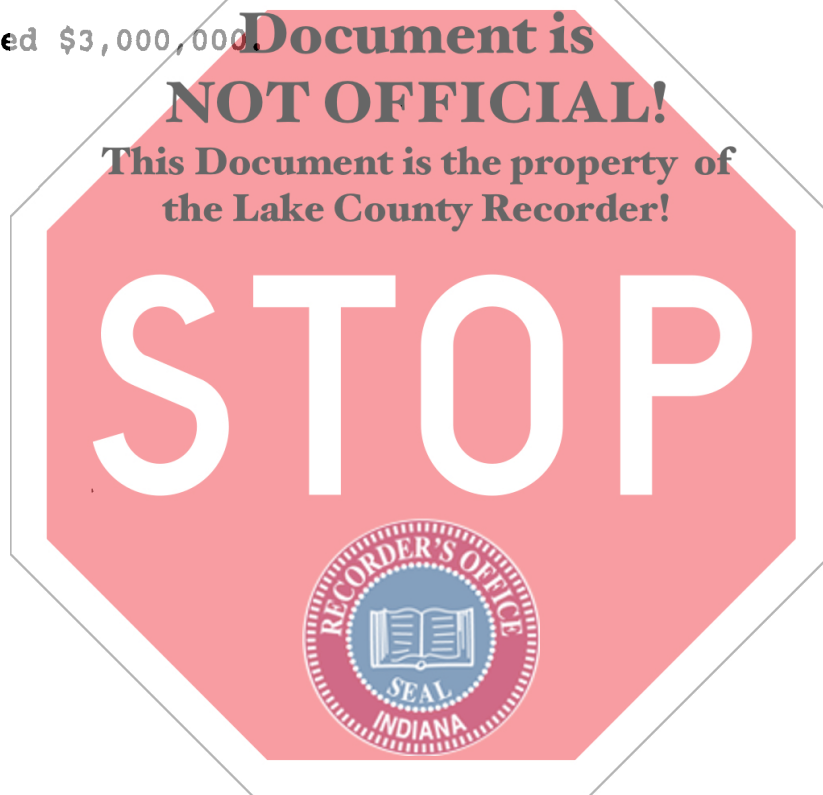
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(e) The singular number shall include the plural and the plural the singular as the context may require.

(f) If the Mortgagor is more than one person, all agreements, conditions, covenants, provisions, stipulations, warrants of attorney, authorizations, waivers, releases, options, undertakings, rights and benefits made or given by the Mortgagor shall be joint and several, and shall bind and affect all persons who are defined as the "Mortgagor" as fully as though all of them were specifically named herein wherever the word "Mortgagor" is used.

24. Captions. The captions preceding the text of the paragraphs or subparagraphs of this Mortgage are inserted only for convenience of reference and shall not constitute a part of this Mortgage, nor shall they in any way affect its meaning, construction or effect.

25. Maximum Amount Secured. Notwithstanding anything to the contrary herein, the amount secured hereby shall in no event exceed \$3,000,000.



IN WITNESS WHEREOF, the Mortgagor has duly executed this Mortgage under seal the day and year first above written.

ATTEST:

SPECIALTY STEEL PRODUCTS, INC.

Robert E. Shebeck
SECRETARY

By: Joseph P. McKeay, Sr.
President



STATE OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS

I, Melinda B. Beard, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT JOSEPH ROCHEZ and ROBERT SNEBECK, the PRESIDENT and SECRETARY of Specialty Steel Products, Inc., a Delaware corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22nd day of October, 1992.



Melinda B. Beard
Notary Public

My Commission Expires:

Notarial Seal
Melinda B. Beard, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Dec. 30, 1993
Member, Pennsylvania Association of Notaries

SCHEDULE I

DESCRIPTION OF PREMISES

[Hammond, Indiana]



Schedule I
Specialty Steel Products, Inc. - Viking Division
Hammond, Indiana

Description of Land

Parcel 1:

Lot 2, and the South 1/2 of vacated alley adjoining said lot to the North as vacated in Confirmatory Resolution No. 2516, recorded October 26, 1976 as Document No. 498415, Block "E", Franklin Addition to the City of Hammond, as shown in Plat Book 4, page 16, Lake County, Indiana.

Parcel 2:

That part of the Southeast Quarter of Section 1, Township 36 North, Range 10 West of the End Principal Meridian, being a tract 50 feet by 120 feet lying immediately South of the West 120 feet of Lot 2, Block "K", and North of Lot 23, Block 1, Franklin Addition to the City of Hammond, and more particularly described as follows: Commencing on the East line of Blaine Street at the Northwest corner of said Lot 23, Block 1, Franklin Addition, thence North along the East line of Blaine Street produced North a distance of 50 feet to the Southwest corner of Lot 2, Block "K", thence East on the South line of said Lot 2, Block "K", a distance of 120 feet, thence South a distance of 50 feet to the Northeast corner of Lot 23, Block 1, thence West on the North line of Lot 23, Block 1, to the point of beginning, in the City of Hammond, Lake County, Indiana.

Parcel 3:

Lots 23 to 34, both inclusive, and the North half of the West 78 feet of vacated alley adjoining Lot 34 to the South, as vacated in Confirmatory Resolution 2430, recorded May 13, 1974, as Document No. 251151, Block 1, Franklin Addition to the City of Hammond, as shown in Plat Book 4, page 16, in Lake County, Indiana.

Parcel 4:

Lots 1 and 2, and Lot 3, except for the East 1 foot, 6 inches thereof, and the South half of vacated alley adjoining said lots to the North as vacated in Confirmatory Resolution 2430, recorded May 13, 1974, as Document No. 251151, Block 1, Franklin Addition to the City of Hammond, as shown in Plat Book 4, page 16, in Lake County, Indiana.

Parcel 5:

That part of vacated Blaine Avenue as vacated in Confirmatory Resolution No. 2516, recorded October 26, 1978, as Document No. 498415, running North from Conkey Street to a point even with the South line of Lot 2, Block "K", Franklin Addition, to the City of Hammond, as shown in Plat Book 4, page 16, in Lake County, Indiana.

Parcel 6:

Lots 5, 15, 16 and 17, Block 1, Franklin Addition to the City of Hammond as shown in Plat Book 4, page 16, in Lake County, Indiana.

