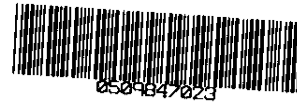


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THIS DOCUMENT WAS
PREPARED BY,
AND UPON RECORDATION
SHOULD BE RETURNED TO:
THOMAS S. EISNER
900 MAPLE ROAD
HOMEWOOD, IL 60430



Doc#: 0509847023
Eugene "Gene" Moore Fee: \$54.00
Cook County Recorder of Deeds
Date: 04/08/2005 09:38 AM Pg: 1 of 16

FIFTH LOAN MODIFICATION AGREEMENT

THIS FIFTH LOAN MODIFICATION AGREEMENT is made as of this 31st day of December, 2004, by and among STAR DETECTIVE & SECURITY AGENCY, INCORPORATED, an Illinois corporation ("Borrower"); ALMEDA DUNN ("Guarantor"); and, SHOREBANK f/k/a SOUTH SHORE BANK OF CHICAGO ("Lender"),

WITNESSETH:

WHEREAS, Borrower, June 27, 1996, borrowed the sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) from Lender pursuant to a loan and security agreement (the "L and S Agreement"), a copy of which is attached hereto as Exhibit "A", the proceeds of which were used for working capital for the operation and conduct by Borrower of its business in compliance with a Loan Agreement dated June 27, 1996 (the "Loan Agreement"), a copy of which is attached as Exhibit "B"; and,

WHEREAS, Borrower, Guarantor and Lender, July 1, 1997, entered into a loan modification extending the due date for payment to Lender of the principal balance of the Liabilities, as defined in the L and S Agreement, and unpaid accrued interest thereon, from July

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1, 1997 to August 1, 1998; and, as of August 1, 1998, entered into a second loan modification agreement extending the due date for payment to Lender of the principal balance of the Liabilities, and unpaid accrued interest thereon, from August 1, 1998, to November 6, 1999, and reducing the interest rate on the outstanding principal balance of the Liabilities from the Prime Rate, as defined in the L and S Agreement, plus one percent (1%), to the Prime Rate; and, as of October 31, 1999, entered into a third loan modification agreement extending the due date for payment to Lender of the principal balance of the Liabilities and unpaid accrued interest thereon from November 6, 1999, to April 1, 2001; and, thereafter entered into various agreements with Lender extending the due date for payment to Lender of the principal balance of the Liabilities and unpaid accrued interest thereon, to April 1, 2003; and, as of April 1, 2003, entered into a fourth loan modification agreement extending the due date for payment to Lender of the principal balance of the Liabilities and accrued interest thereon from April 1, 2003, to April 1, 2004; and thereafter entered into various agreements with Lender extending the due date for payment to Lender of the principal balance of the Liabilities and unpaid accrued interest thereon to December 31, 2004. Copies of the loan modification agreement, the second loan modification agreement, the third loan modification agreement and the fourth loan modification agreement are attached hereto as Group Exhibit "F" and are collectively, referred to herein as the "Prior Modification Agreements"; and,

WHEREAS, Borrower has heretofore borrowed from Lender, pursuant to Lender loan number 397933, the sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00), the entire amount of which will be paid to Lender to reduce the principal balance of the Liabilities; and,

WHEREAS, Borrower desires to extend the due date for payment to Lender of the principal balance of the Liabilities and unpaid accrued interest thereon from December 31, 2004, to December 31, 2005, as herein provided, and Lender is willing to extend the due date and otherwise modify the L and S Agreement and the Existing Collateral Documents, as so requested, pursuant to the terms and provisions contained herein; and,

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WHEREAS, the L and S Agreement and all obligations of Borrower contained therein are presently secured and collateralized by the following:

- a.) Uniform Commercial Code--Financing Statements--forms UCC-1 and UCC-2, executed by Borrower in favor of Lender;
- b.) guarantee of Guarantor, (the "Guaranty") executed by Guarantor in favor of Lender, guaranteeing payment thereto of the L and S Agreement;
- c.) mortgage (the "Ada Mortgage") dated June 27, 1996, in favor of Lender, encumbering those premises commonly known as 7643 South Ada Street, Chicago, Illinois ("Ada"). Attached hereto as Exhibit "D" is a legal description of Ada;
- d.) mortgage (the "75th Street Mortgage") dated June 27, 1996 executed by the land trust in title thereto (the "Trustee") in favor of Lender encumbering those premises commonly known as 813-21 East 75th Street, Chicago, Illinois ("75th Street"). Attached hereto as Exhibit "E" is a legal description of 75th Street; and,
- e.) security agreement (assignment of beneficial interest as collateral, dated June 26, 1996 (the "Security Agreement") executed by the Trustee in favor of Lender collaterally assigning thereto the beneficial interest of the trust in title to 75th Street.

Copies of those documents hereinabove enumerated in paragraphs a.) through e.) are attached hereto as Group Exhibit "C" and are sometimes collectively referred to herein as the "Existing Collateral Documents",

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1.) INCORPORATION OF RECITALS.

The preambles and recitals set forth above are incorporated by reference as though fully set forth herein.

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2.) AMENDMENT OF L AND S AGREEMENT.

The L and S Agreement, as heretofore modified by the Prior Modification Agreements, is hereby amended as follows:

a.) Section 2.1.) of the L and S Agreement is hereby deleted in its entirety and the following is substituted in its place:

"2.1.) Total Facility. Lender shall, provided Borrower is not then in default herein, make available for Borrower's use from time to time during the term of this Agreement, upon Borrower's request therefor, certain loans and other financial accommodations. Such loans shall be subject to all of the terms and conditions of this Agreement, and shall consist of a revolving line of credit consisting of advances against Eligible Accounts (the "Revolving Loan") in an aggregate principal amount not to exceed, at any time, the lesser of One Million Dollars (\$1,000,000.00), or the outstanding amount of collateral availability (hereafter defined). As used in this Agreement, "Collateral Availability" shall mean and, at any particular time and from time to time, be equal to the sum of up to seventy-five percent (75%) of the net amount (after deduction of such reserves as Lender reasonably deems proper and necessary) of Eligible Accounts."

b.) Section 2.3.) of the L and S Agreement is hereby deleted in its entirety and the following is substituted in its place:

"2.3.) Interest Rate. Borrower shall pay Lender interest on the outstanding principal balance of the Liabilities at a rate equal to the Prime Rate, plus ~~one percent (1.00%)~~ ^{one-half percent (0.50%)} as set by SHOREBANK. Changes in the rate of interest resulting from a change in the Prime Rate shall take effect as of the date in which the change first appears. After the maturity of the Loan (whether by acceleration or otherwise) until paid, the Loan shall bear interest at a rate equal to six percent (6%) in addition to the prime Rate (as hereinabove defined) (but not less than the Prime Rate in effect at maturity). Interest shall be computed on the basis of a year of three hundred sixty (360) days and actual days elapsed, and shall be payable as provided in Section 2.5.) of this Agreement. Any change in the Prime Rate shall be effective as of the date of such change, as determined by Lender. Notwithstanding anything to the contrary contained in this Agreement, the interest rate on the outstanding principal balance of the Liabilities shall not, at any time during the term of this Agreement, be less than five and one-quarter percent (5.25%) per annum."

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c.) Section 2.5.) of the L and S Agreement is hereby deleted in its entirety and the following is substituted in its place:

"2.5.) Payment Terms. The principal balance of the Liabilities, and unpaid accrued interest thereon provided for herein, shall be due and payable not later than December 31, 2005; provided, however, if no event of default has occurred pursuant to this Agreement or any of the Ancillary Agreements, and all Lender's underwriting guidelines, standards and requirements are then met and satisfied by Borrower and Guarantor, Lender shall renew and extend the term of this Agreement for additional one (1) year terms. Interest from time to time due and owing in connection with the Liabilities shall be payable on the first day of each month during the term hereof (for the immediately preceding month) commencing January 1, 2005. Fees, costs, expenses and similar charges shall be payable as and when provided in this Agreement or the Ancillary Agreements. If, at any time, the outstanding principal balance of the Liabilities exceeds the Collateral Availability, Borrower shall immediately pay to Lender such amount with accrued and unpaid interest thereon as is necessary to eliminate such excess. Lender shall be entitled, at its option, to debit, without prior notice to Borrower, any accounts maintained by Borrower at Lender for the amount of any payment, fee, charge or expense due Lender pursuant to this Agreement or the Ancillary Agreement. Borrower shall also, during the Loan Term reduce, and for a consecutive period of not less than thirty consecutive (30) days, maintain the outstanding principal balance of the Liabilities at not more than Three Hundred Seventy-Five Thousand and 00/100 Dollars (\$375,000.00)."

d.) Section 6.2) of the L & S Agreement is hereby deleted in its entirety and the following is substituted in its place:

"6.2) Assignments, Records and Accounts Report. Borrower shall keep accurate and complete records of its Accounts and, as frequently as Lender shall require, but not less frequently than the fifteenth (15th) day after last day of each month during the term hereof, Borrower shall deliver to Lender an Accounts Report, in form acceptable to Lender for the previous month, together with copies of the invoices related thereto. Borrower shall also deliver to Lender, upon demand, the original copies of all documents including, without limitation, repayment histories, present status reports, and shipment reports relating to the Accounts included in any Accounts Reports, and such other matters and information relating to the status of then existing Accounts as Lender shall reasonably request."

e.) all other terms and conditions of the L and S Agreement remain in full force and effect according to their original tenor.

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3.) AMENDMENT OF THE GUARANTY.

The Guaranty, as heretofore modified by the Prior Modification Agreements, is hereby amended as follows:

- a.) the term of the Guaranty is hereby extended to, and the Guaranty shall remain in full force and effect until the first to occur of December 31, 2005, or repayment of all sums due and owing to Lender;
- b.) all other terms and conditions of the Guaranty remain in full force and effect according to their original tenor.

4.) AMENDMENT OF LOAN AGREEMENT.

The Loan Agreement, as heretofore modified by the Prior Modification Agreements, is hereby amended as follows:

- a.) the Loan Agreement is amended to incorporate therein those modifications to the L and S Agreement, and the Existing Collateral Documents provided for in this Agreement;
- b.) Borrower agrees to pay Lender a Loan Fee, in connection with this Fourth Loan Modification Agreement, in the amount of Two Thousand and Five Hundred and 00/100 Dollars (\$2,500.00); and, in addition thereto shall pay all costs incurred by Lender in connection with this Fifth Loan Modification Agreement;
- c.) the following provisions are hereby added to Section IX. and are by this reference, made a part of, the Loan Agreement.

"O. Guarantor is requested, but not required, to collaterally assign to Lender a policy of insurance on her life in the face amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00)."

"P. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will furnish Lender with the following:

- 1.) Annual Statements. As soon as available, but in no event later than one-hundred twenty (120) days after the end of each fiscal year, Borrower's balance sheet and income statement for the year ended, compiled by a certified public accountant satisfactory to Lender as soon as available, but in no event later

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that thirty (30) days after the applicable filing date for the tax reporting period ended, Federal and other governmental tax returns prepared by a certified public accountant satisfactory to Lender. All financial reports required to be provided under this Agreement shall be prepared in accordance with GAAP, applied on a consistent basis, and certified by Borrower as being true and correct."

"Q. Guarantor covenants and agrees with Lender that, so long as this Agreement remains in effect, Guarantor shall, not more than thirty (30) days after the filing date therefor, furnish Lender copies of federal and other governmental tax returns, certified by Guarantor as being true and correct; and, shall, not later than January 31 of each year, furnish Lender personal financial statements, in form acceptable to Lender."

d.) all other terms and conditions of the Loan Agreement remain in full force and effect according to their original tenor.

5.) AMENDMENT OF PROPERTY AND HAZARD INSURANCE.

The amount of property insurance covering Borrower's business assets shall be not less than the outstanding principal balance of all loans from time to time made to Borrower by Lender; provided, however, if the maximum insurable value of the business assets is less than the outstanding principal balance of such loans, the insurance shall be in the maximum insurable amount thereof. The insurance shall remain in full force and effect until satisfaction of the L and S Agreement, as revised and modified herein.

6.) AMENDMENT OF ADA MORTGAGE AND 75TH STREET MORTGAGE.

The Ada Mortgage and the 75th Street Mortgage, as heretofore modified by the Prior Modification Agreements, are hereby amended as follows:

a.) the due date for payment of the L and S Agreement is extended from December 31, 2004 to December 31, 2005;

b.) all other terms and conditions of the Ada Mortgage and the 75th Street Mortgage remain in full force and effect according to their original tenor.

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7.) AMENDMENT OF SECURITY AGREEMENT (ASSIGNMENT OF BENEFICIAL INTEREST AS COLLATERAL).

The Security Agreement, as heretofore modified by the Prior Modification Agreements, is hereby amended as follows:

a.) the due date for payment of the L and S Agreement is extended from December 31, 2004 to December 31, 2005;

b.) all other terms and conditions of the Security Agreement remain in full force and effect according to their original tenor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused it to be executed by their duly authorized officers, all as of the date and year first above written.

SHOREBANK

BY: *Alicia Wallace*

STAR DETECTIVE & SECURITY AGENCY, INCORPORATED,
an Illinois corporation

BY: *Almeda E. Dunn*
ALMEDA DUNN, President

Almeda E. Dunn
ALMEDA DUNN, as Guarantor

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The undersigned hereby executes this Agreement as trustee in title to that property commonly known and described as 813 East 75th Street, Chicago, Illinois.

**COSMOPOLITAN BANK & TRUST, as Successor Trustee to
PULLMAN BANK AND TRUST COMPANY**
Successor Trustee by merger to Chicago
City Bank and Trust Company,
as trustee under trust agreement dated
July 27, 1970, known as trust no. 8647,
and not personally

BY: see Rider attached hereto which is expressly
**For signatures, notary, & exculpatory provisions of Trustee,
incorporated herein and made a part hereof.

ATTEST: _____

The undersigned hereby executes this Agreement as trustee in title to that property commonly known and described as 7643 South Ada Street, Chicago, Illinois

CHICAGO TITLE LAND TRUST COMPANY, as
trustee under trust agreement dated December 1, 1997,
known as trust no. 1105175

By: _____ Attest: _____

Property of Cook County Clerk's Office

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This Modification Agreement is executed by the Trustee, Cosmopolitan Bank and Trust, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred on and vested in it as such Trustee (and Cosmopolitan Bank and Trust possesses full power and authority to execute this instrument). Nothing herein or in the Note contained shall be construed as creating any Liability on Cosmopolitan Bank and Trust, as trustee as aforesaid, or on the Bank personally to pay the note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the holder of the note and by every person now or hereafter claiming any right or security thereunder and that so far as Cosmopolitan Bank and Trust as Trustee under the aforesaid Trust and its successors, and the bank are personally concerned, the holder of the note and the owners of any indebtedness accruing hereunder shall look solely to the Property for the payment thereof, by the foreclosure of the lien created in the Trust Deed/Mortgage, or to action to enforce the personal liability of the beneficiaries or to proceeding under the CABI, one or all, whether or not proceedings to foreclose the Mortgage have been instituted.

IN WITNESS WHEREOF, the Bank and the Trustee have caused this Modification Agreement to be executed by their respective duly authorized officers and beneficiaries have executed this Modification Agreement, all as of the day and year mentioned above.

COSMOPOLITAN BANK AND TRUST, AS TRUSTEE AS AFORESAID AND NOT PERSONALLY

BY: [Signature]
Sr. Vice President/Trust Officer

ATTEST: [Signature]
Trust Officer

STATE OF ILLINOIS
SS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Louise Hildebrand and Devin L. Fisher, of COSMOPOLITAN BANK AND TRUST, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Sr. Vice President/Trust Officer and Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth, and the said Trust Officer then and there acknowledged that said Trust Officer as custodian of the corporate seal to be affixed to said instrument as said Trust Officer's own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 15 day of FEB. A.D., 2005

[Signature]
NOTARY PUBLIC



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EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY AS TRUSTEE UNDER TRUST NO. 1105175 ATTACHED TO AND MADE A PART OF THAT FIFTH LOAN MODIFICATION AGREEMENT dated December 31, 2004 to SHOREBANK

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Date: 03-02-05

CHICAGO TITLE LAND TRUST COMPANY
as Trustee as aforesaid and not personally

By:


Assistant Vice President

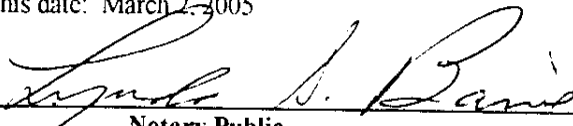


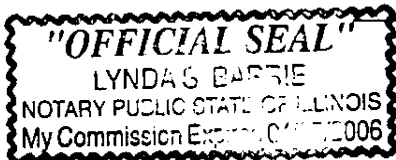
State of Illinois
County of Cook

SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President of **CHICAGO TITLE LAND TRUST COMPANY**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President, appeared before me this day in person and acknowledged that she/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of the Company for the uses and purposes therein set forth, and the said Assistant Vice President caused the corporate seal of said Company to be affixed to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this date: March 2, 2005


Notary Public



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STATE OF ILLINOIS)
) ss.
COUNTY OF C O O K)

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me **ALMEDA DUNN**, personally known to me to be the same person whose name is subscribed to the foregoing instrument and personally known to me to be the President of **STAR DETECTIVE & SECURITY AGENCY, INCORPORATED**, and acknowledged that as such President she signed, sealed, and delivered the said instrument, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20 day of January, 2005

Valerie Britts
NOTARY PUBLIC
(NOTARIAL SEAL)

my commission expires: 5/24/2008



STATE OF ILLINOIS)
) ss.
COUNTY OF C O O K)

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me **ALMEDA DUNN**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that she signed, sealed, and delivered the said instrument as her free and voluntary act and deed, for the uses and purposes therein set forth, including the waiver of rights of redemption and waiver of all rights and benefits under and by virtue of the homestead exemption laws of this state.

Given under my hand and notarial seal this 20 day of January, 2005

Valerie Britts
NOTARY PUBLIC
(NOTARIAL SEAL)

my commission expires: 5/24/2008



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STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)

I, the undersigned, a notary public in and for said county, in the state aforesaid, do hereby certify that the aforementioned _____ of the **COSMOPOLITAN BANK AND TRUST**, and the aforementioned _____ of said bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2004.

 NOTARY PUBLIC
 (NOTARIAL SEAL)

my commission expires: _____

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

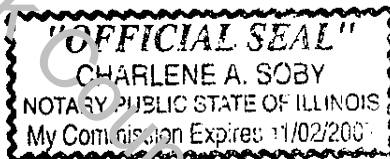
I, the undersigned, a notary public in and for said county, in the state aforesaid, do hereby certify that the aforementioned _____ of the **CHICAGO TITLE LAND TRUST COMPANY**, and the aforementioned _____ of said trust company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said trust company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2004.

NOTARY PUBLIC
(NOTARIAL SEAL)

my commission expires: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF)



I, the undersigned, a notary public in and for said county, in the state aforesaid, do hereby certify that the aforementioned Patricia Wallace of the **SHOREBANK**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Commercial Loan Officer, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 31st day of December, 2004.

Charlene A. Soby
NOTARY PUBLIC
(NOTARIAL SEAL)
my commission expires: 11-2-07

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EXHIBIT "D"

legal description

Lot 5 in Hyland's Subdivision of the West 187.50 feet of Block 24 in Jones' Subdivision of the West 1/2 of Section 29, Township 38 North, Range 14 East of the Third Principal Meridian, as per plat recorded July 28, 1924 as document no. 8529008 in Cook County, Illinois.

street address

7643 South Ada Street, Chicago, Illinois

permanent real estate index number

20-29-309-005

Property of Cook County Clerk's Office

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EXHIBIT "E"

legal description

Lots 3, 4 and 5 in Block 51 in Cornell, a Subdivision of Sections 26 and 35, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

street address

813-21 East 75th Street, Chicago, Illinois

permanent real estate index numbers

20-26-300-021; 20-26-300-022

Property of Cook County Clerk's Office