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**PREPARED BY AND WHEN
RECORDED MAIL TO:**

Steven Bright, Esq.
Levenfeld Pearlstein, LLC
211 Waukegan Road
Suite 300
Northfield, Illinois 60093



Doc#: 0535434122 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/20/2005 03:23 PM Pg: 1 of 5

**AMENDMENT NO. 5 TO MORTGAGE AND
SECURITY AGREEMENT -
LASALLE BANK NATIONAL ASSOCIATION
TRUST NO. 25-7659**

Amendment No. 5 to Mortgage and Security Agreement dated as of November 1, 2005, made by LASALLE BANK NATIONAL ASSOCIATION, not individually, but solely as successor trustee to AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, successor trustee to First Chicago Bank of Ravenswood under that certain Trust Agreement dated March 17, 1986 and known as Trust No. 25-7659 ("Mortgagor") in favor of LASALLE BANK NATIONAL ASSOCIATION F/K/A LASALLE NATIONAL BANK F/K/A LASALLE BANK NI ("Mortgagee"). This Amendment pertains to the real estate described on Exhibit "A" attached hereto and made a part hereof.

P R E A M B L E:

Mortgagor gave to Mortgagee that certain Mortgage and Security Agreement dated May 30, 1996, as amended as of July 10, 1997, as of February 6, 1998 and as of July 28, 1998, which were recorded on June 5, 1996, July 16, 1997, February 27, 1998 and August 5, 1998, respectively, in the Office of the Cook County, Illinois Recorder of Deeds as Document Nos. 96426499, 97512725, 98158526 and 98686882 respectively (collectively, the "Mortgage"). Mortgagor and the beneficiary of Mortgagor ("Beneficiary") have requested Mortgagee to modify Mortgagee's existing financing of Beneficiary. Mortgagee has agreed to do so, so long as, among other things, Mortgagor executes and delivers to Mortgagee this Amendment.

NOW, THEREFORE, in consideration of the premises which are incorporated herein by this reference and constitute an integral part hereof and the execution and delivery of this Amendment, Mortgagor agrees as follows:

1. Section 1.01 of the Mortgage is amended to read as follows:

"1.01 Notes. Pursuant to that certain Loan and Security Agreement dated the date of this Mortgage, as amended from time to time, entered into by and among Mortgagee, Saf-T-Gard International, Inc. ("Borrower 1") and the beneficiary of Mortgagee (said beneficiary shall be referred to as the "Beneficiary") (said Loan

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and Security Agreement, as amended and as may be further amended or restated from time to time, shall be hereinafter referred to as the "Loan Agreement"), (A) that certain Revolving Note (said Revolving Note, as may from time to time be amended, modified, substituted, restated, renewed and/or extended, shall hereinafter be referred to as the "Revolving Note") in the principal amount of \$3,000,000.00 payable, along with interest, and maturing as specified in the Revolving Note has been or is being contemporaneously executed and delivered by Borrower 1 to Mortgagee and (B) that certain Term Note (said Term Note, as may from time to time be amended, modified, substituted, restated, renewed and/or extended, shall hereinafter be referred to as the "Term Note") in the principal amount of \$1,800,000.00 payable, along with interest, and maturing as specified in the Term Note; and (C) that certain Revolving Note 2 (said Revolving Note 2 as may from time to time be amended, modified, substituted, restated, renewed or extended, shall hereinafter be referred to as the "Revolving Note 2") (the Revolving Note, the Term Note and the Revolving Note 2 shall hereinafter be individually referred to as a "Note" and collectively as the "Notes") in the maximum principal amount of \$750,000.00 payable, along with interest, and maturing as specified in the Term Note 3 have been or are being contemporaneously executed and delivered by Mortgagor, Borrower 1 and/or Beneficiary to Mortgagee. The Revolving Note and the Revolving Note 2 contemplate a variable rate of interest."

2. The second paragraph of Section 1.03 of the Mortgage is amended to read as follows:

"This Mortgage is given in part to secure the "Line of Credit" obligations as evidenced and witnessed by the Revolving Note and the Revolving Note 2, and secures not only the indebtedness from Mortgagor, Borrower 1 and/or Beneficiary existing on the date hereof, but all such future advances, whether such advances are obligatory or to be made at the option of the Mortgagee, or otherwise as are made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, and although there may be no indebtedness outstanding at the time any advance is made. The lien of this Mortgage as to third persons without actual notice thereof shall be valid as to all indebtedness and future advances from the time this Mortgage is filed for record in the Office of the Recorder of Deeds of the County set forth on Exhibit A attached hereto. The total amount of revolving indebtedness that may be secured by this Mortgage may increase or decrease from time to time, but the total unpaid balances of the Revolving Note and the Revolving Note 2 secured at any one time, shall not exceed the maximum principal amount of the aggregate of the Revolving Note and the Revolving Note 2 (each as amended, extended, substituted, restated, replaced or renewed from time to time), plus interest thereon and any disbursements made by the Mortgagee for the payment of taxes, special assessments, or insurance on the above described real estate, with interest on such disbursements."

3. All references to the "Mortgage" in the Mortgage shall mean the "Mortgage" as amended by this Amendment and as may be further amended and/or restated from time to time.

4. In all other respects, the Mortgage is hereby restated, reaffirmed and incorporated herein, the only amendments intended to be made thereto being those above set forth. Except as specifically set forth herein to the contrary, all terms defined in the Mortgage shall have the same meanings herein as therein.

5. This Amendment is executed by Mortgagor, not personally but as trustee as aforesaid, in the exercise of the power and authority conferred and fixed in its as such trustee, and it is expressly understood and agreed that nothing herein contained shall be constituted as creating any liability on Mortgagor as trustee as aforesaid, or on Mortgagor personally, to pay the Obligations 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 on Mortgagor, if

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any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder. Each and all of the representations, warranties, covenants, undertakings and agreements made by the Mortgagor as trustee as aforesaid are made for the purpose of binding (and shall be enforceable against) the Beneficiary and its, his, her and/or their successors and assigns. So far as Mortgagor as trustee as aforesaid, and its successors, and the Mortgagor, personally, are concerned, Mortgagee and the holder or holders of the Notes and the owner or owners of the indebtedness accruing hereunder shall look solely to the property hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Notes provided, or by action to enforce the personal liability of any Guarantor or co-maker.

Chicago Title Land Trust Company successor trustee to
LASALLE BANK NATIONAL ASSOCIATION, not
individually, but solely as successor trustee to
AMERICAN NATIONAL BANK & TRUST
COMPANY OF CHICAGO, as successor Trustee to
First Chicago Bank of Ravenswood under Trust
Agreement dated March 17, 1986 and known as Trust
No. 25-7659

By: *Nancy A. Carlin*
Title: Trust Officer

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EXHIBIT A

Lot 62 in Sky Harbor Air Industrial Park Unit 2, a Subdivision of part of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 5, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

PIN No.: 04-05-103-020-0000 and 04-05-103-021-0000

Common Address: 205 Huehl Road, Northbrook, IL