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

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Doc#: 0535434123 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 ASSIGNMENT OF  
LEASES AND RENTS -  
LASALLE BANK NATIONAL ASSOCIATION  
TRUST NO. 25-7659**

Chicago Title Land Trust Company successor trustee to

Amendment No. 5 to Assignment of Leases and Rents 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**, as successor trustee to First Chicago Bank of Ravenswood under that certain Trust Agreement dated March 17, 1986 and known as Trust No. 25-7659 ("Assignor") in favor of **LASALLE BANK NATIONAL ASSOCIATION F/K/A LASALLE NATIONAL BANK F/K/A LASALLE BANK NI** ("Assignee"). 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:

Assignor gave to Assignee that certain Assignment of Leases and Rents 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. 96426500, 97512726, 98158527 and 98686883, respectively (collectively, the "Assignment"). Assignor and the beneficiary of Assignor ("Beneficiary") have requested Assignee to modify Assignee's existing financing of Beneficiary. Assignee has agreed to do so, so long as, among other things, Assignor executes and delivers to Assignee 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, Assignor agrees as follows:

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

"1.01 Notes. Pursuant to that certain Loan and Security Agreement dated the date of this Assignment, as amended from time to time, entered into by and among Assignee, Saf-T-Gard International, Inc. ("Borrower 1") and the

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beneficiary of Assignor (said beneficiary shall be referred to as the "Beneficiary") (said Loan 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 Assignee; (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 principal amount of \$750,000.00 payable, along with interest, and maturing as specified in the Revolving Note 2 have been or are being contemporaneously executed and delivered by Assignor, Borrower 1 and/or Beneficiary to Assignee. The Revolving Note and the Revolving Note 2 contemplate a variable rate of interest."

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

"This Assignment 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 Assignor, 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 Assignee, 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 Assignment, and although there may be no indebtedness outstanding at the time any advance is made. The lien of this Assignment as to third persons without actual notice thereof shall be valid as to all indebtedness and future advances from the time this Assignment 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 Assignment 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 Assignee 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 "Assignment" in the Assignment shall mean the "Assignment" as amended by this Amendment and as may be further amended and/or restated from time to time.

4. In all other respects, the Assignment 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 Assignment 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

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hereunder, or to perform any covenant either express or implied herein contained, all such liability on Mortgagor, if 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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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 Nancy A Carlin, of LaSalle Bank National Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trust Officer, appeared before me this day in person and acknowledged that such person signed and delivered said instrument as such person's own free and voluntary act, and as the free and voluntary act of said Trust Company, for the uses and purposes therein set forth.  
\*\*Chicago Title Land Trust Company successor trustee to

GIVEN under my hand and Notarial Seal this 16th day of November, 2005.



*Jeanette DeJesus*  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_  
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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

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