



Doc#: 0718754286 Fee: \$30.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/06/2007 03:26 PM Pg: 1 of 4

AFTER RECORDING RETURN TO:

RESERVED FOR C
RECORDER:

LaSalle Bank N.A.
4747 W. Irving Park Rd, 3rd
Chicago, IL 60641
Collateral Control

PERMANENT INDEX NUMBER:

07-33-101-034

COMMON ADDRESS:

951 Estes Court
Schaumburg, Illinois

FIFTH AMENDMENT TO MORTGAGE

THIS FIFTH AMENDMENT TO MORTGAGE dated as of July 1, 2006 (this "Amendment") is between FOX SPRINKLER SUPPLY CORPORATION, having an office located at 951 Estes Court, Schaumburg, Illinois (the "Mortgagor") and LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Mortgagee").

RECITALS.

A. The Mortgagor executed (i) that certain Mortgage and Security Agreement dated as of December 19, 2002 for the benefit of the Mortgagee (the "MSA"), recorded on January 3, 2003 as Document No. 0030008586 the Office of the Cook County Recorder of Deeds (the "Recorder's Office"), (ii) that certain Assignments of Rents and Leases dated as of December 19, 2002 for the benefit of the Mortgagee (the "Assignment"), recorded on January 3, 2003 as Document No. 0030008587 in the Recorder's Office, (iii) that certain Amendment No. 1 to Mortgage dated as of July 8, 2003 recorded on August 11, 2003 as Document No. 0322317214 in the Recorder's Office, (iv) that certain Second Amendment to Mortgage dated as of July 1, 2004 recorded on March 24, 2005 as Document No. 0508313254, (v) that certain Third Amendment to Mortgage dated as of July 1, 2005, recorded on January 13, 2006 as Document No. 0601326098 and (vi) that certain Fourth Amendment to Mortgage dated as of February 13, 2006, recorded on March 22, 2006 as Document No. 0608102160, encumbering certain property commonly known as 951 Estes Court, Schaumburg, Illinois, as more particularly described in Exhibit A attached hereto (the "Premises"). The MSA, as amended by the aforesaid Amendments, is referred to herein as the "Mortgage"; the Mortgage and the Assignment are referred to herein as the "Mortgage Documents").

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B. The Mortgagor and the Mortgagee intend to amend the Mortgage Documents in accordance with the provisions hereof,

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. From and after the date hereof, any reference in the Mortgage Documents to the (i) "Revolving Note" shall be deemed to be a reference to that certain \$1,750,000 Replacement Revolving Note dated as of July 1, 2006 executed by the Mortgagor and payable to the Mortgage as may be amended, modified or extended from time to time (the "Replacement Revolving Note"), (ii) Revolving Note, the Term Note No. 2 and the Replacement Term Note, and the "Loan," shall be deemed to be a reference to the indebtedness evidenced by the Replacement Revolving Note, the Replacement Term Note and the Term Note No. 2 collectively.

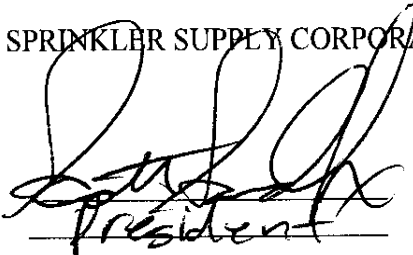
2. All the terms of the Mortgage Documents are hereby incorporated by reference herein, and the Mortgage Documents, except as hereby modified, shall remain in full force and effect in all respects. The Mortgagor, by execution of this Amendment, hereby reaffirms, assumes and binds itself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Mortgage Documents.

IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first above written.

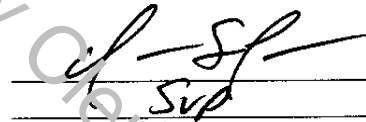
FOX SPRINKLER SUPPLY CORPORATION

LASALLE BANK NATIONAL ASSOCIATION

By:
Its:


President

By:
Its:


SVP

This Document Prepared by:
Duane Lindquist, Esq.
LaSalle Bank Corporation
135 S. LaSalle Street, Ste. 925
Chicago, Illinois 60603

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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 Scott Sandfox of FOX SPRINKLER SUPPLY CORPORATION, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, 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 as of the 1st day of July, 2006.

Barbara A Seckinger
Notary Public

My Commission Expires:



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 Matthew Mawa of LASALLE BANK NATIONAL ASSOCIATION, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such SVP, 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 as of the 1st day of July, 2006.

Barbara A Seckinger
Notary Public

My Commission Expires:



173185933

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Exhibit A

LEGAL DESCRIPTION

PERMANENT INDEX NUMBER: 07-33-101-034

PROPERTY ADDRESS: 951 Estes Court, Schaumburg, Illinois

LOT 2 IN ESTES COURT COMMONS, BEING A SUBDIVISION IN THE EAST ½
OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH,
RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK
COUNTY, ILLINOIS.

Property of Cook County Clerk's Office