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SEPT-01 RECORDING

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 - #1174 # RC #-98-686882
 - COOK COUNTY RECORDER

AMENDMENT NO. 3 TO MORTGAGE AND SECURITY AGREEMENT -AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO TRUST NO. 25-7659

Amendment No 3 to Mortgage and Security Agreement daied as of which AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, not individually, but solely as successor trustee to First Chicago Bank of Ravenswood under that cervan Trust Agreement dated March 17, 1986. and known as Trust No. 25-7659 ('Mortgagor') in favor of LASALUE BANK NI NOW KNOWN AS LASALLE NATIONAL BANK ("Mongagee"). This Amendment pertains 15 he real estate described on Exhibit A lattached hereto and made a part hereof

PREAMBLE

Morigagor gave to Morigagee that certain Morigage and Security Agreement dated May 30, 1996, as amended as of July 10, 1997 and as of February 6, 1998, which were recorded on June 5, 1996, July 46, 1997 and February 27, 1998, respectively, in the Office of the Cook County, Illinois Recorder of Deeds as Decimal Nos 96426499, 97512725, and 98158526 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 has 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

ı Sections 1 01 and 1 02 of the Mortgage is amended to as follows

> Notes Pursuant to that certain Loan and Security Agreement dated the date of this Mortgage, as amended from time to time, entered into by the

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among Mortgagee, Saf-T-Gard International Inc ("Borrower 1") and the beneficiary of Mortgagor (said beneficiary shall be referred to as the Beneficiary's (said Loan and Security Agreement, as aniended 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 \$3,600,000 (0) payable, along with interest. 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 (0) payable, along with interest, as specified in the Term Note, and (C) that certain Term Note 2. 18nd Term Note 2 as may from time to time be amended modified. subjush ted, restated, renewed or extended, shall hereinafter be referred to as the Term Note 2 is the Revolving Note, the Term Note and the Term Note 2 shall hereinafte by individually referred to as a 'Note' and collectively as the Notes) in the principal amount of \$2(N) (NN) (N) payable, along with interest as specified in the Term Note 2 have been or are being contemporaneously executed and delivered by Mortgagor and/or Beneficiary to Mortgagee. The Revolving Note and the Term Note 2 contemplate a variable rate of interest

- Guaranties Pursuant (5.1A) that certain guaranty entered into by the Beneficiary dated the date of this Norigage (said guaranty as may from time to time be extended, amended, modified, substituted, restated, confirmed and/or reaffirmed shall be referred to as the "Trust Guaranty"), the Beneficiary guarantied all of the indebtedness, obligations and liabilities of Mortgagor to Mortgagee, whether now existing or hereafter arising, and howsoever created arising or evidenced, and (B) certain guarants entered into by Beneficiary dated as of the date of this Mortgage, as confirmed, realfirmed and amended from time to time (said guaranty, as confirmed, reaffirmed and amended and as may from time to time be further extended, amended, modified, subjutuled, restated confirmed and/or reaffirmed shall be referred to as the Porrower 1 Guaranty") (the Trust Guaranty and the Borrower 1 Guaranty shall sometimes be heremafter referred to individually as a "Guaranty" and collectively as the Guaranties 1. Beneficiary guarantied all of the indebtedness, obligations and liabilities of Borrower 1 to Morigagee, whether now existing or hereafter arising, and howsoever created, arising or evidenced, the Notes
- 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
- 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.
- 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 than 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 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

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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

> AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, not individually, but Property of County Clerk's Office solely as successor Trustee to First Chicago Bank of March 17, 1986 and known as Trust No. 25-7659.

ВŅ			
Title	/ 		

ATTEST

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STATE OF ILLINOIS > 155 COUNTY OF COOK)

I the Undersigned, a Notary Public in and for said County in the state aforesaid. DO HEREBY CERTIFY THAT EILTEN F. NEARY Assistanti Vice President, and TRUST OFFICER National Bank & Trust Company of Chicago, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such (Assistant) Vice President and and respectively. 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 Trust Company, for the uses and purposes therein set forth

Oberta Of Columnia Clerk's Office GIVEN or der my hand and Notarial Seal this

My Commission Expires

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LOT 62 IN SKY HARBOR AIR INDUSTRIAL PARK UNIT 2, A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE HORTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 MORTH, RANGE 12 BAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 205 Buehl Road, Morthbrook, IL 60062

P.I.B.: 04-05-103-020-0000 04-05-103-021-0000

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