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**PREPARED BY AND WHEN
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Cook County Recorder

**AMENDMENT NO. 2 TO MORTGAGE AND
SECURITY AGREEMENT -
AMERICAN NATIONAL BANK & TRUST
COMPANY OF CHICAGO TRUST NO. 25-7659**

Amendment No. 2 to Mortgage and Security Agreement dated as of February 6, 1998, made by AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, not individually, but solely 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 ("Mortgagor") in favor of LASALLE BANK NI NOW KNOWN AS LASALLE NATIONAL BANK ("Mortgagee"). This Amendment pertains to the real estate described on Exhibit "A" attached hereto and made a part hereof.

PREAMBLE

Mortgagor gave to Mortgagee that certain Mortgage and Security Agreement dated May 30, 1996, as amended as of July 10, 1997, which were recorded on June 5, 1996 and July 16, 1997, respectively, in the Office of the Cook County, Illinois Recorder of Deeds as Document Nos. 96426499 and 97512725, 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. Sections 1.01 and 1.02 of the Mortgage is amended to 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 Mortgagor (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

BOX 333-CTI

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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 \$3,600,000.00 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") (the Revolving Note and the Term Note shall hereinafter be individually referred to as a "Note" and collectively as the "Notes") in the principal amount of \$1,800,000.00 payable, along with interest, as specified in the Term Note has been or is being contemporaneously executed and delivered by Mortgagor and/or Beneficiary to Mortgagee. The Revolving Note contemplates a variable rate of interest.

1.02 Guaranties. Pursuant to (A) that certain guaranty entered into by the Beneficiary dated the date of this Mortgage (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 guaranteed 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 guaranty entered into by Beneficiary dated as of the date of this Mortgage, as confirmed, reaffirmed 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, substituted, restated, confirmed and/or reaffirmed shall be referred to as the "Borrower 1 Guaranty") (the Trust Guaranty and the Borrower 1 Guaranty shall sometimes be hereinafter referred to individually as a "Guaranty" and collectively, as the "Guaranties"), Beneficiary guaranteed all of the indebtedness, obligations and liabilities of Borrower 1 to Mortgagee, whether now existing or hereafter arising, and howsoever created, arising or evidenced, the Notes."

2. 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.

3. 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.

4. 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 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.

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

By: [Signature]
Title: TRUST OFFICER

ATTEST:

By: [Signature]
Title: VICE PRESIDENT

Property of Cook County Clerk's Office

EXHIBIT A

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

Common Address: 205 Buehl Road, Northbrook, IL 60062

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

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