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TO:

Doc#: 0530539031 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/01/2005 01:14 PM Pg: 1 of 4

Peter L. Regas  
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Chicago, Illinois 60602  
(312) 236-4400  
File No.

## FOR RECORDER'S USE ONLY

### MORTGAGE AMENDMENT AND LOAN INCREASE

THIS MORTGAGE AMENDMENT AND LOAN INCREASE (hereinafter referred to as the "Mortgage Amendment") is made as of this 25<sup>th</sup> day of August, 2005 by and between **Faithful Works, LLC**, an Illinois limited liability company (hereinafter referred to as "Mortgagor") and **Mutual Bank**, a banking association having its principal office at 16540 South Halsted Street, Harvey, Illinois 60426 (hereinafter referred to as "Mortgagee").

### WITNESSETH:

WHEREAS, reference is made to a certain Mortgage (the "Mortgage") dated February 25, 2003 by Mortgagor to Mortgagee, recorded March 12, 2003 in the Office of the Recorder of Cook County, Illinois as Document 30342973, securing an indebtedness in the Original Principal Amount of \$3,000,000.00. The capitalized terms used in this Mortgage Amendment shall have the meaning ascribed in the Mortgage unless the context thereof shall clearly require otherwise.

WHEREAS, as provided in the Mortgage, the Mortgagor executed and delivered a Promissory Note in the principal amount of \$3,000,000.00 [having a current outstanding principal balance of \$2,999,990.00] (the "Note") executed by Faithful Works, LLC, an Illinois limited liability company (therein referred to as the "Borrower") payable to the order of the Mortgagee and which Promissory Note is secured by the above-referenced Mortgage encumbering real property located at **1070-90 E. Oakton Street and 1555 Times Drive, Des Plaines, Illinois**, legally described as:

#### PARCEL 1

**LOTS 1 AND 3 IN CATERER'S RESUBDIVISION OF LOTS 5 AND 6 IN OAK LEAF COMMONS OFFICE PLAZA, BEING A RESUBDIVISION OF PART OF LOTS 5 AND 6 IN CARL LAGERHAUSEN ESTATE DIVISION AND PART OF LOT 1 IN WILLIAM LAGERHAUSEN DIVISION, ALL IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF FILED JULY 9, 1980 AS DOCUMENT LR3168393.**

#### PARCEL 2

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LOTS 1 AND 2 IN DUNKIN'S RESUBDIVISION OF LOT 2 IN CATERER'S RESUBDIVISION OF LOTS 5 AND 6 IN OAK LEAF COMMONS OFFICE PLAZA, BEING A RESUBDIVISION OF PART OF LOTS 5 AND 6 IN CARL LAGERHAUSEN ESTATE DIVISION AND PART OF LOT 1 IN WILLIAM LAGERHAUSEN DIVISION, ALL IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF FILED NOVEMBER 16, 1982, AS DOCUMENT LR3282594.

Permanent Index Nos.: 09-20-321-003-0000; 09-20-321-005-0000;  
09-20-321-006-0000; 09-20-321-007-0000

(the "Real Estate"), together with other Mortgaged Property as described in the Mortgage.

WHEREAS, the Borrower and the Mortgagor have requested the Mortgagee to advance the additional sum of \$1,000,000.00 (the "Loan Increase") to pay for a new interest reserve and to fund additional pre-development costs at the Real Estate.

NOW, THEREFORE for and consideration of the mutual covenants and promises herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are herewith acknowledged, the parties hereto agree as follows:

1. PREAMBLE: The recitals set forth in the preamble hereof are incorporated herein by this reference.

2. PRESERVATION OF LIEN PRIORITY: Nothing set forth in this Mortgage Amendment shall impair the lien of the Mortgage as heretofore existing. It is the intention of the parties that the priority of the Mortgage lien as currently exists shall continue in full force and effect. Further, it is the intention of the parties that the Loan Increase shall likewise be secured by the Mortgage and shall enjoy the same lien priority as the Mortgage; provided, however, if intervening lienholders shall have perfected a lien interest in part or all of the Mortgaged Property between the date hereof and the date of the Mortgage which results in a legally recognizable lien interest existing prior to the date hereof which is determined to have priority over the Loan Increase, the lien priority of the Original Principal Amount secured by the Mortgage shall remain as existed prior hereto and only the lien as it pertains to the Loan Increase shall be subject to the interest of any such intervening lienholder. In such event, all payments received by Mortgagee shall be applied first to the Loan Increase, and interest and other amounts due with respect thereto, before any such payments shall be applied to the Original Principal Amount described in the Mortgage and interest or other amounts secured by the Mortgage prior to this Mortgage Amendment.

3. LOAN INCREASE: Mortgagee is concurrently herewith making an additional advance in the amount of \$1,000,000.00 (the "Loan Increase") to the Mortgagor, and the Mortgagor hereby agrees that the Mortgage shall hereafter secure an Indebtedness in the principal amount of \$4,000,000.00, which sum shall hereinafter constitute the "Original Principal Amount" as specified in the Mortgage.

4. MORTGAGE AS SECURITY FOR NOTE: The Mortgagor and Mortgagee stipulate, acknowledge and agree that the Loan Increase, together with the principal indebtedness represented by the Promissory Note heretofore secured by the Mortgage in the amount of \$3,000,000.00 [having a current

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principal balance of \$2,999,990.00] shall be increased and evidenced by a Promissory Note (the "New Note") executed by the Borrower in favor of the Mortgagee in the principal amount of \$4,000,000.00. Accordingly, from and after the date hereof, the Mortgage shall secure an Indebtedness in the Original Principal Amount of \$4,000,000.00 and, except as expressly modified in this instrument, the Mortgage shall otherwise continue in full force and effect until the entire Indebtedness evidenced by the New Note secured by the Mortgage, as amended by this Mortgage Amendment, is paid in full.

5. MORTGAGOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS: All of the representations, warranties and covenants of the Mortgagor as set forth in the Mortgage or otherwise shall be deemed remade as of the date hereof to the same extent as if the same were expressly incorporated in this Mortgage Amendment.

6. CONTINUING EFFECT: Except as expressly amended by this Mortgage Amendment, all of the terms, covenants and conditions set forth in the Mortgage shall continue in full force and effect to the same extent as existed prior to execution of this Mortgage Amendment.

7. HEADINGS: The headings set forth herein are for convenience of reference only and shall not be deemed to impair, enlarge or otherwise affect the substantive meaning of any provision to which such heading may relate.

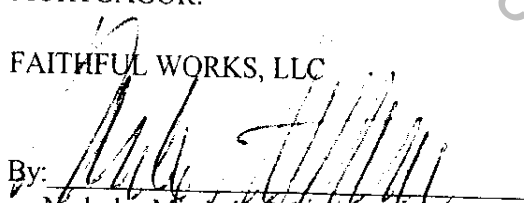
8. GOVERNING LAW; VENUE: This Mortgage Amendment, and all of the obligations of the parties arising hereunder, shall be governed, construed and interpreted in accordance with the laws of the State of Illinois (without giving effect to any Illinois "choice of law" principles which would require construction under the laws of a different jurisdiction), and Lake County, Illinois shall be deemed a proper venue for any action arising hereunder or in connection herewith.

9. COUNTERPARTS: This Mortgage Amendment may be executed in multiple counterparts, each one of which shall be deemed an original but all of which, taken collectively, shall be deemed a single instrument; provided, that this Mortgage Amendment shall not be enforceable against any party hereto unless all parties hereto have executed at least one (1) counterpart.

IN WITNESS WHEREOF, this Mortgage Amendment is executed as the free, voluntary and duly authorized acts of the undersigned for the purposes set forth herein effective as of the day and year first above written.

MORTGAGOR:

FAITHFUL WORKS, LLC

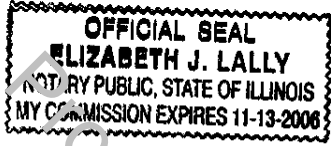
By:   
Nicholas Mitchell, Sole Member

## ACKNOWLEDGMENT

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STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of August, 2005, by Nicholas Mitchell, as sole member of Faithful Works, LLC, on behalf of said company.



*Elizabeth J. Lally*  
\_\_\_\_\_  
Notary Public

Property of Cook County Clerk's Office