



Doc#: 0835345098 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 12/18/2008 10:53 AM Pg: 1 of 5

**THIS INSTRUMENT
PREPARED BY, AND AFTER
RECORDATION, PLEASE
RETURN ORIGINAL TO:**

Potts-Dupre, Difede & Hawkins,
Chartered
900 Seventh Street, N.W., Suite
1020
Washington, D.C. 20001
Attn: James R. Difede, Esq.

126 - 128 North Des Plaines, 645-659 West Randolph;
Tax Numbers 17-09-329-008, 17-09-329-009, 17-09-329-016 and 17-09-329-019

FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

**THIS FIRST AMENDMENT MORTGAGE, SECURITY AGREEMENT AND
FIXTURE FILING** (this "Mortgage") is made and entered into as of the 17 day of December,
2008 by **DAGS DESPLAINES LLC**, an Illinois limited liability company ("Mortgagor"),
whose address is c/o Mesirow Financial, 350 North Clark Street, Chicago, Illinois 60610, and
NATIONAL ELECTRICAL BENEFIT FUND, whose address is 900 Seventh Street, N.W.,
Washington, D.C. 20001 ("Mortgagee").

WITNESSETH

WHEREAS, Mortgagee is the lender of an acquisition loan and a construction loan to
Mortgagor secured by that certain Mortgage, Security Agreement and Fixture Filing recorded in
the Office of the Cook County Recorder on April 25, 2006, as Document No. 0617545126 (the
"Mortgage"). Any capitalized term not otherwise defined herein shall have the meaning set forth
in the Mortgage; and

WHEREAS, Mortgagor and Mortgagee desire to amend the Mortgage to increase the
principal amount secured thereby.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and
for and in consideration of One Dollar (\$1.00) in hand paid, receipt whereof is hereby
acknowledged, the parties hereby amend the Mortgage as follows:

AGREEMENTS

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1. The reference to “a construction loan in the maximum principal amount of Sixty-Nine Million Seven Hundred Thousand Dollars (\$69,700,000.00)” in the Second WHEREAS clause of the Mortgage is deleted hereby and reference to “a construction loan in the maximum principal amount of Seventy-One Million Seven Hundred Thousand Dollars (\$71,700,000.00)” shall be substituted in lieu thereof. Pursuant to Section 51 of the Mortgage, any advance pursuant to such increase is secured by the Mortgage, to the same extent and with the same priority as if such advance was made on the date of the execution of the Mortgage, and any advance pursuant to such increase shall be added to the Obligations pursuant to the terms of the Mortgage or the other Loan Documents.
2. Except as expressly amended hereby, the Mortgage shall remain in full force and effect. The Mortgage and all rights and powers created thereby and thereunder or under such other Loan Documents are in all respects ratified and confirmed. From and after the date hereof, the Mortgage shall be deemed to be amended and modified as herein provided, but, except as so amended and modified, the Mortgage shall continue in full force and effect and the Mortgage and the applicable portions of this Amendment shall be read, taken and construed as one and the same instrument. On and after the date hereof, the term the " Mortgage " as used in the Note, the Loan Agreement and all other Loan Documents shall mean the Mortgage as amended by this Amendment.
3. Nothing contained in this Amendment shall be deemed to release, modify, amend or waive the lien of the Mortgage, in whole or in part, in any manner whatsoever.

[signature page follows]

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IN WITNESS WHEREOF, the parties have caused this First Amendment to Mortgage, Security Agreement and Fixture Filing to be duly executed under seal and delivered on the day and year first above written.

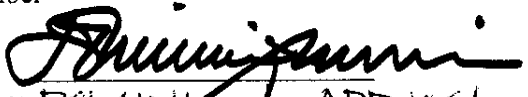
MORTGAGOR:

DAGS DESPLAINES LLC,
an Illinois limited liability company

By: MFDE-DAGS, LLC, an Illinois limited liability company, its managing member

By: Mesirow Financial Developer Equity, LLC, an Illinois limited liability company, its managing member

By: Mesirow Financial Real Estate, Inc., an Illinois corporation, its managing member

By: 
Name: R. MINICELLI
Title: MANAGING DIRECTOR

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STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

On this 17th day of December, 2008, personally came before me Katherine G. Ferrick to me personally known, and known to me (or satisfactorily proven) to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the MANAGING DIRECTOR of Mesirow Financial Real Estate, Inc., an Illinois corporation, the managing member of Mesirow Financial Developer Equity, LLC, an Illinois limited liability company, the managing member of MFDE-DAGS, an Illinois limited liability company, the managing member of DAGS DesPlaines LLC, an Illinois limited liability company, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.



[Handwritten Signature]
Notary Public

(Notarial Seal)

My commission expires: 8/4/10

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EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

Lots 1 to 10 in Block 67 in Canal Trustee's Subdivision of Lots and Blocks in the Southwest Quarter of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

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Exhibit A-1