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**THIS INSTRUMENT
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RECORDATION, PLEASE
RETURN ORIGINAL TO:**



Doc#: 0909218074 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/02/2009 02:35 PM Pg: 1 of 6

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



659 West Randolph Street, Chicago, Illinois 60661;
Tax Numbers 17-09-329-008, 17-09-329-009, 17-09-329-016 and 17-09-329-019

SECOND AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

THIS SECOND AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING is made and entered into as of the 13th day of March, 2009 by **DAGS DESPLAINES LLC**, an Illinois limited liability company ("Mortgagor"), whose address is c/o Mesirov 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, Mortgagor is the owner and holder of fee simple title to that certain real property located in Cook County, Illinois, identified and more fully described on Exhibit A, attached hereto and made a part hereof;

WHEREAS, Mortgagee is the lender of an acquisition loan and a construction loan to Mortgagor secured, in part, by that certain Mortgage, Security Agreement and Fixture Filing recorded in the Office of the Cook County Recorder on April 25, 2006 as Document Number 0611545124 (the "Original Mortgage"), which was amended by that certain First Amendment to Mortgage, Security Agreement and Fixture Filing recorded in the Office of the Cook County Recorder on December 18, 2008 as Document Number 0835345098 and re-recorded on December 29, 2008 as Document Number 0836439016 (the "First Mortgage Amendment," the Original Mortgage, as amended by the First Amendment and as may be further amended, being referred to herein as the "Mortgage;" any capitalized term not otherwise defined herein shall have the meaning set forth in the Mortgage);

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WHEREAS, an Operation and Reciprocal Easement Agreement made by Mortgagor dated December 17, 2008 was recorded December 18, 2008 as document number 0835339015, and the R&D 659 Declaration of Condominium dated December 17, 2008 was recorded December 18, 2008 as document number 0835345105;

WHEREAS, in connection with that certain Third Amendment to Acquisition and Construction Loan Agreement and Other Loan Documents between Mortgagor and Mortgagee (the "Loan Agreement Amendment") and that certain First Amendment to Assignment of Leases, Rents and Profits, each dated as of the date hereof, executed concurrently with the execution of this Second Amendment to Mortgage, Security Agreement and Fixture Filing, Mortgagor has executed and delivered to Mortgagee that certain Payment Guaranty and Indemnification Agreement dated as of the date hereof (the "Payment Guaranty");

WHEREAS, Mortgagor and Mortgagee desire to secure by the conveyance of Mortgagor's interests in the Mortgaged Property, the full and punctual payment of the Obligations (as defined in the Payment Guaranty), and the full and punctual performance and observance by Mortgagor of all of the covenants, agreements, terms, conditions and provisions to be performed or observed under the Payment Guaranty;

WHEREAS, Mortgagor agrees that the Mortgage shall secure the obligations of Mortgagor under the Payment Guaranty; and

WHEREAS, Mortgagor and Mortgagee desire to amend the Mortgage to reflect the foregoing.

NOW, THEREFORE, in order to induce the Mortgagee to enter into the Loan Agreement Amendment and in order to secure the prompt payment and performance of Mortgagor's obligations under the Payment Guaranty and 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:

A G R E E M E N T S

1. **Obligations.** The Obligations, as defined in the Payment Guaranty, and all other amounts outstanding under the Payment Guaranty shall constitute and be added to the Obligations, as defined and used in, and secured by, the Mortgage.
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 (a) the "Mortgage" as used in the Note, the Loan Agreement and all other Loan Documents shall mean the Mortgage as amended by this Amendment; and (b) "Loan Document" as used in the Mortgage or any other Loan Document

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shall include the Payment Guaranty and that certain Cash Collateral Pledge Agreement dated as of the date hereof, made by Mortgagor for the benefit of Mortgagee.

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.

4. Reference is made to Section 10 of the Loan Agreement, the terms, conditions and limitations thereof being incorporated herein by this reference.

[signature page follows]

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

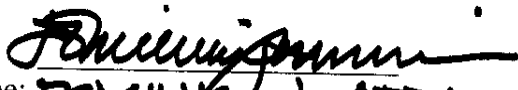
MORTGAGOR:

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

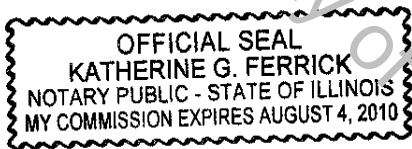
By: 
Name: DEMINIE J. ADDUCCI
Title: MANAGING DIRECTOR

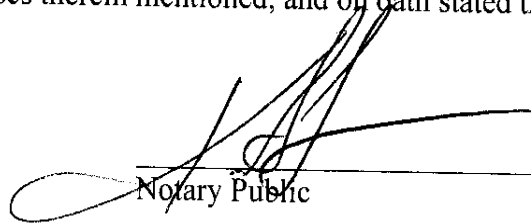
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STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

On this 18th day of March, 2009, personally came before me Dominic Adriscio, 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.





Notary Public

(Notarial Seal)

My commission expires:

Cook County Clerk's Office

UNOFFICIAL COPY**EXHIBIT A
LEGAL DESCRIPTION OF REAL ESTATE**

THAT PART OF 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, ALL TAKEN AS A TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +29.47 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.76 FEET CHICAGO CITY DATUM, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT, THENCE SOUTH 01° 31' 56" EAST ALONG THE EAST LINE OF SAID TRACT A DISTANCE OF 30.41 FEET; THENCE SOUTH 88°58'56" WEST A DISTANCE OF 21.17 FEET; THENCE SOUTH 01°31'56" EAST A DISTANCE OF 13.77 FEET; THENCE NORTH 88°58'56" EAST A DISTANCE OF 21.17 TO THE EAST LINE OF SAID TRACT; THENCE SOUTH 01°31'56" EAST ALONG THE EAST LINE OF SAID TRACT A DISTANCE OF 38.17 FEET; THENCE SOUTH 88° 58' 56" WEST A DISTANCE OF 152.52 FEET; THENCE NORTH 01° 01' 04" WEST A DISTANCE OF 20.13 FEET; THENCE SOUTH 88° 58' 56" WEST A DISTANCE OF 10.25 FEET; THENCE NORTH 01° 01' 04" WEST A DISTANCE OF 63.16 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT; THENCE NORTH 89° 18' 59" EAST ALONG THE NORTH LINE OF SAID TRACT A DISTANCE OF 162.04 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS,

AND

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, ALL TAKEN AS A TRACT (EXCEPT THAT PART LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +29.47 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.76 FEET CHICAGO CITY DATUM, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT, THENCE SOUTH 01° 31' 56" EAST ALONG THE EAST LINE OF SAID TRACT A DISTANCE OF 30.41 FEET; THENCE SOUTH 88°58'56" WEST A DISTANCE OF 21.17 FEET; THENCE SOUTH 01°31'56" EAST A DISTANCE OF 13.77 FEET; THENCE NORTH 88°58'56" EAST A DISTANCE OF 21.17 TO THE EAST LINE OF SAID TRACT; THENCE SOUTH 01°31'56" EAST ALONG THE EAST LINE OF SAID TRACT A DISTANCE OF 38.17 FEET; THENCE SOUTH 88° 58' 56" WEST A DISTANCE OF 152.52 FEET; THENCE NORTH 01° 01' 04" WEST A DISTANCE OF 20.13 FEET; THENCE SOUTH 88° 58' 56" WEST A DISTANCE OF 10.25 FEET; THENCE NORTH 01° 01' 04" WEST A DISTANCE OF 63.16 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT; THENCE NORTH 89° 18' 59" EAST ALONG THE NORTH LINE OF SAID TRACT A DISTANCE OF 162.04 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY ILLINOIS,

but excluding any condominium unit as to which a release of the Mortgage has been recorded prior to the date of the recordation of this Second Amendment to Mortgage, Security Agreement and Fixture Filing.

Exhibit A-1