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2000-09-14 14:14:23
Cook County Recorder 29.50

**MORTGAGE SPREADER
AGREEMENT**



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Mortgagor:

Patria Partners, LLC
18110 Dixie Highway, Suite 100
Homewood, IL 60436

Mortgagee:

Commercial Loan Corporation
1900 Spring Road
Suite 500
Oak Brook, IL 60523

RECORDER'S STAMP

THIS MORTGAGE SPREADER AGREEMENT is made as of August 29, 2000, by and between PATRIA PARTNERS, LLC, an Illinois limited liability company (hereinafter referred to as "Mortgagor") and COMMERCIAL LOAN CORPORATION, an Illinois corporation (hereinafter referred to as "Mortgagee"):

RECITALS:

A. Mortgagee is the owner and holder of that certain Master Mortgage, Assignment of Leases and Rents and Security Agreement made by Mortgagor dated July 18, 2000, and recorded July 25, 2000 with the Cook County Recorder as Document No. 00555515 (the "Mortgage"), which Mortgage encumbers the real property described therein (the "Property").

B. Mortgagor and Mortgagee desire to spread and extend the Mortgage to encumber the real property described in Exhibit "A" attached hereto and made a part hereof (the "Additional Property") so that, as spread and extended, the Mortgage should encumber all of the Property and the Additional Property.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. The lien of the Mortgage is hereby spread and extended to cover, encompass, include and

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encumber the Additional Property with the same force and effect as if the Mortgage had, for valuable consideration, been made, executed, delivered and recorded covering, encompassing, including and encumbering the Additional Property. Accordingly, as spread and extended hereby, the Mortgage covers, encompasses, includes and encumbers all of the Property and the Additional Property.

3. The Mortgage as modified by this Agreement is hereby ratified and confirmed and shall remain in full force and effect.

WITNESS the due execution hereof as of the day and year first above written.

MORTGAGOR:

PATRIA PARTNERS, LLC,
an Illinois limited liability company



BARRY J. MILLER, Manager

MORTGAGEE:

COMMERCIAL LOAN CORPORATION,
an Illinois corporation



PETER M. HUESER, President

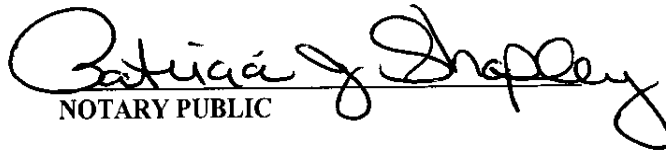
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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid DO HEREBY CERTIFY that BARRY J. MILLER, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 29th day of August, 2000.


NOTARY PUBLIC

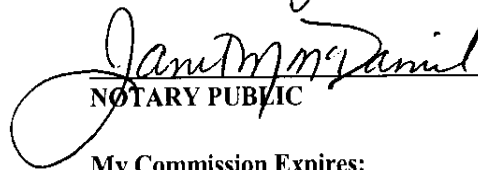
My Commission Expires:

5-26-04

STATE OF ILLINOIS)
) SS.
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for the County and State aforesaid DO HEREBY CERTIFY that PETER M. HUESER, President of COMMERCIAL LOAN CORPORATION, an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, as aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 29 day of August, 2000.


NOTARY PUBLIC

My Commission Expires:

6-19-2004

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This document prepared by and
after recording return to:

COMMERCIAL LOAN CORPORATION
1900 Spring Road, Suite 500
Oak Brook, IL 60523

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EXHIBIT "A"

THE NORTH 25 FEET OF LOT 8 IN KENT'S SUBDIVISION OF LOTS 14 TO 27 IN BLOCK 2 IN KENT AND WILLOUGHBY'S SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent Index No.: 20-10-309-028-0000

Commonly Known as: 5423 South Wabash Avenue, Chicago, IL 60615

Property of Cook County Clerk's Office



After recording mail this
document to:

COMMERCIAL LOAN CORPORATION
1900 Spring Road, Suite 500
Oak Brook, IL 60523

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Exhibit "B"

All machinery, apparatus, equipment, fittings, fixtures, and articles of personal property of every kind and nature whatsoever and replacements thereof, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention apparatus, elevators, escalators, stairs, awnings, screens, storm cabinets, partitions, ducts and compressors, furniture, carpets and garage equipment, now or at any time, hereafter affixed to, attached to, placed upon or used or usable in any way in connection with the use, enjoyment, occupancy or operation of the buildings, or other improvements on the Real Estate described in Exhibit "A" and all rents, issues and profits of said Real Estate, excepting there from any of the foregoing owned or belonging to any tenants of said real estate and used in the operation of their business. As well as fire loss proceeds, condemnation awards and rents, issues and profits of said property.

All easements, rights of way, strips and gores of land, vaults, streets, alleys, water rights, mineral rights, and rights used in connection with the Land or to provide a means of access to the Real Estate, and all tenements, hereditaments and appurtenances thereof and thereto pertaining or belonging, and all underground and overhead passageways and licenses in connection therewith.

All leasehold estates, right, title and interest of Debtor in any and all leases, subleases, management agreements, arrangements, concessions, or agreements, written or oral, relating to the use and occupancy of the Real Estate and improvements or any portion thereof located thereon, now or hereafter existing or entered into.

All rents, issues and profits thereof for so long and during all such times as Debtor may be entitled thereto.

Any and all buildings and improvements now or hereafter erected on the Real Estate, including, but not limited to the fixtures, attachments, appliances, equipment, machinery, and other articles attached to said buildings and improvements and all tangible personal property owned by Debtor now or any time hereafter located on or at the Real Estate or used in connection therewith, including, but not limited to, all goods, machinery, tools, equipment (including fire sprinklers and alarm systems, air conditioning, heating, boilers, refrigerating, electronic monitoring, water, lighting, power, sanitation, waste removal, entertainment, recreational, window or structural cleaning rigs, maintenance and all other equipment of every kind), lobby and all other indoor or outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), furnishings, appliances, inventory, rugs, carpets and other floor coverings, draperies, drapery rods and brackets, awnings, venetian blinds, partitions, chandeliers and other lighting fixtures and all other fixtures, apparatus, equipment, furniture, furnishings, all construction, architectural and engineering contracts, subcontracts and other agreements now or hereafter entered into by Debtor and pertaining to the construction of or remodeling to improvements on the Real Estate, plans and specifications and other tests or studies now or hereafter prepared in contemplation of constructing or remodeling improvements on the Real Estate, it being understood that the enumeration of any specific articles of property shall in nowise result in or be held to exclude any items of property not specifically mentioned.

All the estate, interest, title, other claim or demand, including claims or demand with respect to the proceeds of insurance in effect with respect thereto, which Debtor now has or may hereinafter acquire in the Real Estate, and any and all awards made for the taking by eminent domain, including, without any limitation, any awards resulting from the change of grade of streets and awards for severance damages.

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