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Doc#: 0705942123 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 02/28/2007 01:43 PM Pg: 1 of 12

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LA

This Instrument Prepared By and After Recording Should Be Returned to: Charter One Bank, N.A.
Attn: Maria Garcia - 2nd Floor
One Grant Square - ILG402
Hinsdale, IL 60521

MORTGAGE MODIFICATION AND SPREADER AGREEMENT

Account No. 800-1025902-9001

This Mortgage Modification and Spreader Agreement (hereinafter referred to as the "Agreement") made this 20 day of February, 2007 and is entered into by and among CLARETIAN ASSOCIATES, INC., an Illinois corporation (hereinafter referred to as "Borrower"), CLARETIANS, INC. aka THE CONGREGATION OF SONS OF THE IMMACULATE HEART OF MARY, EASTERN PROVINCE, INC., an Illinois corporation (hereinafter referred to as "Guarantor") and CHARTER ONE BANK, N.A., a corporation organized and doing business under the laws of the United States of America, successor by merger to Advance Bank (hereinafter referred to as "Lender").

WITNESSETH:

WHEREAS, Borrower obtained a loan (the "Loan") from Advance Bank with a maximum principal amount of One Million Dollars U.S. (\$1,000,000.00) which loan is evidenced by a promissory note (hereinafter referred to as the "Note"), dated November 6, 2002, executed by Borrower; and

WHEREAS, the Guarantor executed a commercial guaranty (hereinafter referred to as the "Guaranty") of even date with the Note, which guarantees the repayment of the Loan; and

WHEREAS, the Note is secured by a mortgage (hereinafter referred to as the "Mortgage") of even date with the Note, from Borrower to Advance Bank, which Mortgage was recorded on December 9, 2002 at 09:54:24 as Document No. 0021353053 of the Official Records of Cook County, Illinois, which covers certain real property located in said County, as more fully described in Exhibit "A" attached hereto, as well as any additional real property added thereto by modifications and less any of the real property which is released therefrom by Lender (collectively, the "Property"); and

WHEREAS, Borrower and Lender also executed a business loan agreement (hereinafter referred to as the "Loan Agreement") of even date with the Note; and

WHEREAS, on July 11, 2003, Charter One Bank, N.A. became the successor in interest by merger to Advance Bank; and

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WHEREAS, on November 3, 2003, Lender and Borrower executed a Loan Modification Agreement whereby the Loan was converted to a revolving line of credit in the maximum aggregate amount of Five Hundred Thousand Dollars US (\$500,000.00); and

WHEREAS, Lender and Borrower also executed an Open-end Mortgage dated November 3, 2003 and recorded November 10, 2003 in the Office of the Recorder of Deeds in and for Cook County, Illinois, as document number 0331432002 ("Additional Mortgage"), encumbering certain lots or parcels of ground commonly known as 9005 South Burley Avenue, 9028 S. Buffalo, 9030 S. Buffalo, 8949 S. Buffalo and 8951 S. Buffalo, Chicago, Illinois, as more fully described in Exhibit "B" attached hereto; and

WHEREAS, Lender and Borrower also executed a Mortgage Modification and Spreader Agreement was executed June 7, 2004 and recorded June 14, 2004 in the Office of the Recorder of Deeds in and for Cook County, Illinois, as document number 0416633163, encumbering certain lots or parcels of ground commonly known 9002 South Buffalo Avenue and 9220-22 South Brandon Avenue, Chicago, Illinois, and a Mortgage Modification and Spreader Agreement was executed February 3, 2006 and recorded February 17, 2006 in the Office of the Recorder of Deeds in and for Cook County, Illinois, as document number 0604843304 encumbering certain lots or parcels of ground commonly known as 9132-9136 South Burley Avenue, 9000-04 South Burley Avenue 9138-40 S. Burley Avenue, Chicago, Illinois more fully described in Exhibit "C" attached hereto; and

WHEREAS, Borrower and Guarantor have also executed other documents evidencing, securing and relating to Borrower's obligations concerning the Loan (collectively, such documents together with the Note, the Guaranty, the Mortgage, the Additional Mortgage, the Loan Modification Agreement and the Loan Agreement are referred to herein as the "Loan Documents"); and

WHEREAS, Pursuant to the provisions of the Loan Agreement, Borrower and Lender have agreed to modify the Mortgage to extend and spread the lien of the Mortgage to the lots or parcels of ground commonly known as 9232-34 S. Brandon Avenue, Chicago, Illinois, as more fully described in Exhibit "D" attached hereto; and

WHEREAS, all of the terms, conditions, provisions and covenants contained in the Loan Documents are desired by Borrower, Guarantor and Lender to be and are hereby incorporated by reference herein as if fully rewritten herein all unchanged except to the extent modified herein.

NOW, THEREFORE, for good and valuable consideration, the mutuality, sufficiency and receipt of which is hereby acknowledged, Borrower, Guarantor and Lender agree as follows:

1. MORTGAGE.

The Mortgage is modified by adding the parcels of land to the legal description attached as Exhibit "B" to the Mortgage and also adding the legal descriptions attached as Exhibit "C" to the Mortgage. All references in the Mortgage to the "Property" shall mean the lots or parcels of ground described in said Exhibits, together with all the improvements now or hereafter erected thereon, and all easements, rights, appurtenances, leases rents, royalties, mineral, oil gas rights and profits, water, water rights and water stock and all fixtures now or hereafter attached thereto, and all articles of personal property now or hereafter owned by Borrower and forming a part of or used in connection therewith; and the lien of the Mortgage is

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spread and extended to all lots or parcels of ground described in Exhibit "D". All liens have been released by Bank for all lots or parcels listed in Exhibits "A", "B" and "C".

2. COSTS AND FEES ASSOCIATED WITH CONSTRUCTION.

Borrower shall be responsible for all costs related to monitoring the draws, inspections, modification of mortgages to release and add parcels, payoff letters, and any other fees incurred by Lender relating to construction.

3. FEES.

Borrower shall pay to Lender a documentation fee equal to Three Hundred Fifty Dollars U.S. (\$ 350.00) due on or before the date hereof. Borrower shall be responsible for filing and title insurance fees. Borrower shall also pay to Lender a release fee equal to Fifty Dollars U.S. (\$50.00) due with each partial payoff. Borrower shall also be responsible for any fees associated with the extending of the maturity date, as determined by Bank.

4. REPRESENTATIONS AND WARRANTIES.

To induce Lender to execute and perform this Agreement, Borrower and Guarantor, for and on behalf of themselves, hereby represent, covenant and warrant to Lender that:

(a) Borrower is an Illinois corporation, duly organized and validly existing under the laws of the State of Illinois, and has full power and authority to conduct its business as presently conducted, to own and operate the Property, to execute this Agreement, and to perform all of its duties and obligations under this Agreement and each of the Loan Documents. Such execution and performance has been duly authorized by all necessary member resolutions and action. Upon the execution hereby by Borrower, this Agreement shall constitute legal, valid and binding obligations of Borrower enforceable in accordance with its terms;

(b) Guarantor is an Illinois corporation, duly organized and validly existing under the laws of the State of Illinois, and has full power and authority to conduct its business as presently conducted, to own and operate the Property, to execute this Agreement, and to perform all of its duties and obligations under this Agreement and each of the Loan Documents. Such execution and performance has been duly authorized by all necessary member resolutions and action. Upon the execution hereby by Guarantor, this Agreement shall constitute legal, valid and binding obligations of Guarantor enforceable in accordance with its terms;

(c) No changes have been made to Borrower's organizational documents;

(d) No changes have been made to Guarantor's organizational documents;

(e) The Guarantor and/or the immediate family members of the Guarantor are direct or indirect owners of some interest in Borrower; and

(f) Borrower and Guarantor reaffirm each of the Representations and Warranties contained in the Loan Documents as of the date of its execution hereof.

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(g) The Guarantor has not revoked, attempted to revoke or has any intent to revoke its Guaranty and hereby reaffirms its respective obligations thereunder as and to the extent amended or modified hereby.

(h) Borrower covenants and agrees, and represents and warrants, that: (i) it has no counterclaim, set-off, defense, or other claim of avoidance to the Mortgage or any sums secured by the Mortgage; and (ii) the Mortgage constitutes a good and valid lien upon and creates a good and valid security interest in all of the Property (as defined in the Mortgage and amended by this Agreement) securing all sums intended to be secured by the Mortgage.

5. RECORDING; EFFECTIVE DATE.

This Agreement shall be effective upon its recording in the Mortgage Records of Cook County, Illinois

6. HEADINGS

Paragraph or other headings contained in this Agreement are for reference purposes only and are not intended to affect in any way the meaning or interpretation of this Agreement.

7. ENTIRE AGREEMENT.

This Agreement constitutes the entire Agreement among the parties hereto concerning the subject matter hereof, and there are no agreements, understandings, warranties, or representations among the parties except as specifically set forth in or specifically referenced in this Agreement. The terms, conditions, provisions and covenants of the Note, the Guaranty, the Mortgage, the Loan Agreement, the Modification Agreement and the other Loan Documents ratified and confirmed and shall remain in full force and effect, and Borrower shall observe and comply with the same. Nothing in this Agreement is intended or shall be construed to affect or impair the lien priority of the Mortgage.

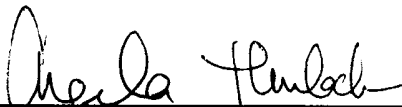
This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors, permitted transferees and assigns.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in triplicate on 2/20/07, 2007.

BORROWER:

CLARETIAN ASSOCIATES, INC.,
an Illinois corporation

By:



ANGELA Hurlock, its Executive Director

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Before me, a Notary Public in and for said County and State, personally appeared the above-named CLARETIAN ASSOCIATES, INC., an Illinois corporation, by Angela Hudlock, its Executive Director, who acknowledged that he/she did sign the foregoing instrument for and on behalf of said corporation, and that the same is the free act and deed of said corporation, and the free act and deed of each of him/her personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Chicago, Illinois, this 20th day of February, 2007.



Graciela Robledo
Notary Public

GUARANTOR:

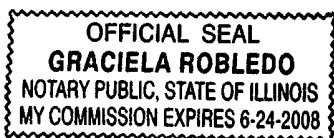
CLARETIANS, INC. aka
THE CONGREGATION OF SONS OF THE
IMMACULATE HEART OF MARY, EASTERN
PROVINCE, INC.,
an Illinois corporation

By: Mark J. Brummel
Treasurer, its _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Before me, a Notary Public in and for said County and State, personally appeared the above-named CLARETIANS, INC. aka THE CONGREGATION OF SONS OF THE IMMACULATE HEART OF MARY, EASTERN PROVINCE, INC., an Illinois corporation, by Mark J. Brummel, its Treasurer, who acknowledged that he/she did sign the foregoing instrument for and on behalf of said corporation, and that the same is the free act and deed of said corporation, and the free act and deed of each of him/her personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Chicago, Illinois, this 20th day of February, 2007.



Graciela Robledo
Notary Public

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LENDER:

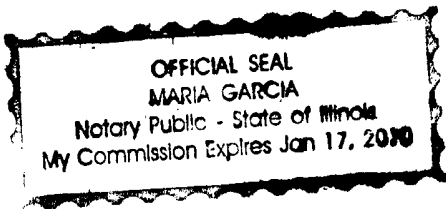
CHARTER ONE BANK, N.A.

By: *Ursula Moncau*
Ursula Moncau, Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

Before me, a Notary Public in and for said County and State, personally appeared the above-named CHARTER ONE BANK, N.A., by Ursula Moncau, its Vice President, who acknowledged that he did sign the foregoing instrument for and on behalf of said corporation, and that the same is the free act and deed of said corporation and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Chicago, Illinois, this 1 day of February, 2007.



Maria Garcia
Maria Garcia, Notary Public

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EXHIBIT A

Located in Cook County, State of Illinois:

Lot 9 and 10 in Block 58 in South Chicago, a Subdivision by the Calumet and Chicago Canal and Dock Company of the East $\frac{1}{2}$ of the West $\frac{1}{2}$ and parts of the East fractional $\frac{1}{2}$ of fractional Section 6, North of the Indian Boundary Line, and that part of the fractional Section 6, South of the Indian Boundary Line, lying North of the Michigan Southern R.R. and fractional Section 5, North of the Indian Boundary Line, all in Township 37, North, Range 15, East of the Third Principal Meridian in Cook County, Illinois.

The Real Property or its address is commonly known as 9022 S. Buffalo Avenue, Chicago, IL 60617. The Real Property tax identification number is 26-05-108-026-0000 and 26-05-108-027-0000

Cook County Clerk's Office

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EXHIBIT B

STATE OF ILLINOIS FOR THE PROPERTY

LOTS 43 AND 44, INCLUSIVE, IN BLOCK 58 IN SOUTH CHICAGO, A
SUBDIVISION BY THE CALUMET AND CHICAGO CANAL AND DOCK COMPANY OF
THE EAST 1/2 OF THE WEST 1/2 AND PARTS OF THE EAST FRACTIONAL 1/2 OF
FRACTIONAL SECTION 6, NORTH OF THE INDIAN BOUNDARY LINE, AND THAT
PART OF FRACTIONAL SECTION 6, SOUTH OF THE INDIAN BOUNDARY LINE,
LYING NORTH OF THE MICHIGAN SOUTHERN R.R. AND FRACTIONAL SECTION
5, NORTH OF THE INDIAN BOUNDARY LINE, ALL IN TOWNSHIP 37 NORTH,
RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

Commonly known as: 9005 South Burley Avenue,
Chicago, Illinois

FILED 26-03-108-003-0000; and
26-05-108-006-0000

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EXHIBIT B (CONTINUED)

PROPERTY OF COOK COUNTY CLERK'S OFFICE

✓ LOT 12 IN BLOCK 55 IN SOUTH CHICAGO, BEING A SUBDIVISION BY THE CALUMET AND CHICAGO CANAL AND DOCK COMPANY OF THE EAST ¼ OF THE WEST ¼ AND PARTS OF THE EAST FRACTIONAL ½ OF FRACTIONAL SECTION 6 NORTH OF THE INDIAN BOUNDARY LINE, AND THAT PART OF FRACTIONAL SECTION 6 SOUTH OF THE INDIAN BOUNDARY LINE, LYING NORTH OF THE MICHIGAN SOUTHERN RAILROAD AND FRACTIONAL SECTION 5, NORTH OF INDIAN BOUNDARY LINE, ALL IN TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 26-05-108-029

COMMON ADDRESS: 9028 S. BUFFALO

AND

✓ LOT 13 IN BLOCK 58 IN SOUTH CHICAGO, BEING A SUBDIVISION BY THE CALUMET AND CHICAGO CANAL AND DOCK COMPANY OF THE EAST ¼ OF THE WEST ¼ AND PARTS OF THE EAST FRACTIONAL ½ OF FRACTIONAL SECTION 6 NORTH OF THE INDIAN BOUNDARY LINE, AND THAT PART OF FRACTIONAL SECTION 6 SOUTH OF THE INDIAN BOUNDARY LINE, LYING NORTH OF THE MICHIGAN SOUTHERN RAILROAD AND FRACTIONAL SECTION 5, NORTH OF THE INDIAN BOUNDARY LINE, ALL IN TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 26-05-108-030

COMMON ADDRESS: 9030 S. BUFFALO

✓ LOT 27 IN BLOCK 36 IN THE SUBDIVISION BY THE CALUMET AND CHICAGO CANAL AND DOCK COMPANY OF PARTS OF FRACTIONAL SECTIONS 5 AND 6 TOWNSHIP 37 NORTH, RANGE 15 LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 26-05-105-020

COMMON ADDRESS: 8949 S. BUFFALO

AND

✓ LOT 26 IN BLOCK 36 IN SOUTH CHICAGO, A SUBDIVISION BY THE CALUMET AND CHICAGO CANAL AND DOCUMENT COMPANY OF PARTS OF FRACTIONAL SECTIONS 5 AND 6, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 26-05-105-021

COMMON ADDRESS: 8951 S. BUFFALO

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EXHIBIT C

LEGAL DESCRIPTION FOR THE PROPERTY

LOTS 1 AND 2, INCLUSIVE, IN BLOCK 58 IN SOUTH CHICAGO, A SUBDIVISION BY THE CALUMET AND CHICAGO CANAL AND DOCK COMPANY OF THE EAST $\frac{1}{2}$ OF THE WEST $\frac{1}{2}$ AND PARTS OF THE EAST FRACTIONAL $\frac{1}{4}$ OF FRACTIONAL SECTION 6, NORTH OF THE INDIAN BOUNDARY LINE, AND THAT PART OF FRACTIONAL SECTION 6, SOUTH OF THE INDIAN BOUNDARY LINE, LYING NORTH OF THE MICHIGAN SOUTHERN R.R. AND FRACTIONAL SECTION 5, NORTH OF THE INDIAN BOUNDARY LINE, ALL IN TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 9002 South Buffalo Avenue,
Chicago, Illinois

PIN: 26-05-108-018-0000; and
26-05-108-019-0000

LEGAL DESCRIPTION FOR THE PROPERTY

LOTS 9 AND 10, INCLUSIVE, IN BLOCK 86 IN SOUTH CHICAGO, A SUBDIVISION BY THE CALUMET AND CHICAGO CANAL AND DOCK COMPANY OF THE EAST $\frac{1}{2}$ OF THE WEST $\frac{1}{2}$ OF SECTION 6 IN TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 9220-22 South Brandon Avenue,
Chicago, Illinois

PIN: 26-06-412-016-0000; and
26-06-412-017-0000

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EXHIBIT C (Contd.)

LEGAL DESCRIPTION FOR THE PROPERTY

LOT 19 AND LOT 20, INCLUSIVE, IN BLOCK 67 IN SOUTH CHICAGO A SUBDIVISION BY THE CALUMET AND CHICAGO CANAL AND DOCK CO. OF THE EAST HALF OF THE WEST HALF AND PARTS OF THE EAST FRACTIONAL HALF OF FRACTIONAL SECTION 6, NORTH OF THE INDIAN BOUNDARY LINE AND THAT PART OF FRACTIONAL SECTION 6, SOUTH OF THE INDIAN BOUNDARY LINE LYING NORTH OF THE MICHIGAN SOUTHERN RAILROAD AND FRACTIONAL SECTION 5, NORTH OF THE INDIAN BOUNDARY LINE, ALL IN TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 9132-9136 South Burley Avenue,
Chicago, Illinois

PIN: 26-06-406-024-0000; and
26-06-406-025-0000

AND ALSO

LOTS 1 AND 2, INCLUSIVE, IN BLOCK 57 IN SOUTH CHICAGO, A SUBDIVISION BY THE CALUMET AND CHICAGO CANAL AND DOCK CO. OF THE EAST HALF OF THE WEST HALF AND PARTS OF THE EAST FRACTIONAL HALF OF FRACTIONAL SECTION 6, NORTH OF THE INDIAN BOUNDARY LINE AND THAT PART OF FRACTIONAL SECTION 6, SOUTH OF THE INDIAN BOUNDARY LINE, LYING NORTH OF THE MICHIGAN SOUTHERN RAILROAD AND FRACTIONAL SECTION 5, NORTH OF THE INDIAN BOUNDARY LINE, ALL IN TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 9000-9004 S. Burley

PIN: 26-06-227-016-0000; and
26-06-227-017-0000

LOTS 21 AND 22, INCLUSIVE, IN BLOCK 57 IN SOUTH CHICAGO, A SUBDIVISION BY THE CALUMET AND CHICAGO CANAL AND DOCK CO. OF THE EAST HALF OF THE WEST HALF AND PARTS OF THE EAST FRACTIONAL HALF OF FRACTIONAL SECTION 6, NORTH OF THE INDIAN BOUNDARY LINE AND THAT PART OF FRACTIONAL SECTION 6, SOUTH OF THE INDIAN BOUNDARY LINE, LYING NORTH OF THE MICHIGAN SOUTHERN RAILROAD AND FRACTIONAL SECTION 5, NORTH OF THE INDIAN BOUNDARY LINE, ALL IN TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 9138-9140 S. Burley Ave.
Permanent Index Number: 26-06-406-026-0000 AND 26-06-406-027-0000

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EXHIBIT D

LEGAL DESCRIPTION FOR THE PROPERTY:

LOTS 14 AND 15 IN BLOCK 86 IN SOUTH CHICAGO, A SUBDIVISION BY THE CALUMET & CHICAGO CANAL AND DOCK COMPANY OF THE EAST ½ OF THE WEST ½ AND PARTS OF THE EAST FRACTIONAL ½ OF FRACTIONAL SECTION 6, NORTH OF THE INDIAN BOUNDARY LINE, AND THAT PART OF FRACTIONAL SECTION 6, SOUTH OF THE INDIAN BOUNDARY LINE, LYING NORTH OF THE MICHIGAN SOUTHERN RAILROAD, AND FRACTIONAL SECTION 5, NORTH OF THE INDIAN BOUNDARY LINE, ALL IN TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 9232-9234 S. Brandon Ave.

Permanent Index Number: 26-06-412-021-0000

& 26-06-412-022-0000

Property of Cook County Clerk's Office