

UNOFFICIAL COPY

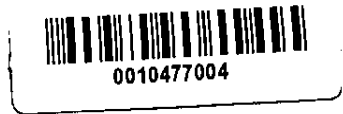
0010477004

RELEASE OF TRUSTE DEED AND ASSIGNMENT OF RENTS

5801/0038 19 005 Page 1 of 5
2001-06-04 13:09:46
Cook County Recorder 55.50

FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHALL BE FILED WITH THE RECORDER OF DEEDS OR THE REGISTRAR OF TITLES IN WHOSE OFFICE THE MORTGAGE WAS FILED.

COOK COUNTY RECORDER
EUGENE "GENE" MOORE
ROLLING MEADOWS



Above Space for Recorder's Use Only

KNOW ALL MEN BY THESE PRESENTS, BANK ONE, NA, a national banking association not personally but as trustee under Trust Number RY-9845 a/k/a Bank of Ravenswood, an Illinois Banking Corporation not personally but as Trustee u/t/a dated 1/30/89 and known as Trust No. 25-9845 and organized and existing under the laws of the United States of America, and being the party secured in and by a certain Mortgage and Assignment of Rents executed by Bank of Ravenswood as Trustee under Trust No. 25-9845 dated the 3rd day of February, 1989 and recorded on February 10, 1989 in the Recorder's Office of Cook County, in the State of Illinois, as Document Nos. 89065846 and 89065847 and does hereby acknowledge that it has received full payment and satisfaction of all money secured thereby, and in consideration thereof does hereby forever release and discharge the same and does hereby quit-claim and convey all right and interest to Bank of Ravenswood as Trustee under Trust Agreement dated 1/30/98 and known as Trust No.25-9845 in and to the premises therein described or conveyed and any right, title, interest, claim or demand it may have acquired thereunder or thereby, said premises being situated in the County of Cook in the State of Illinois, as follows:

See Exhibit "A" attached hereto and made a part hereof.

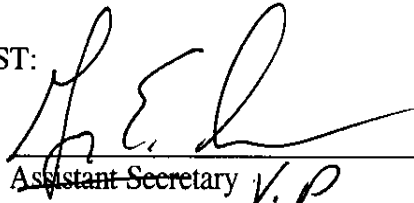
COMMONLY KNOWN AS: 8109 N. Lawndale, Skokie, Illinois 60076
P.I.N Parcel 1: 10-23-324-017; Parcel 2: 10-23-324-044

IN TESTIMONY WHEREOF, BANK ONE, NA f/k/a Bank of Ravenswood has caused its corporate seal to be affixed, and these presents to be signed by a Vice President, and attested by an Assistant Secretary, this 27th day of April, 2001.

BANK ONE, N.A., not personally but as Trustee under Trust No. RY-9845 f/k/a Bank of Ravenswood, an Illinois Banking Corporation, not personally but as Trustee u/t/a dated 1/30/89 and known as Trust #25-9845.

By: 
Its: Vice President

ATTEST:

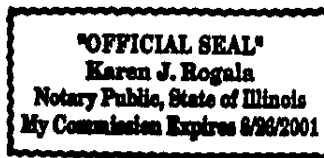
By: 
Its: Assistant Secretary V.P.

5/2/01

STATE OF ILLINOIS)

)SS.

COUNTY OF COOK)



I, KAREN J. ROGALA, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RICHARD POWERS, personally known to me to be Vice President of BANK ONE, NA, f/k/a Bank of Ravenswood and GREGORY DONAHUE, personally known to me to be an Assistant Secretary of said association, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument and caused the corporate seal of said association to be affixed thereto, pursuant to authority given by the Board of Directors of said association, as their free and voluntary act, and as the free and voluntary act of said association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27 day of APRIL, 2001.

Karen J. Rogala
Notary Public

Property of Cook County Clerk's Office

UNOFFICIAL COPY

RELEASE OF ASSIGNMENT OF BENEFICIAL INTEREST IN LAND TRUST

FOR VALUE RECEIVED, the undersigned assignee hereby relinquishes and releases all rights, titles, powers and interests of the undersigned assignee in and under that certain Trust Agreement dated the 30th day of January, 1989, and known as Trust Number 25-9845 of Bank of Ravenswood, as Trustee, including all interest in the property held subject to said Trust Agreement, heretofore acquired by virtue of that certain assignment of said beneficial interest as collateral security dated the 3rd day of February, 1989, executed by Priskos and Becker Tool Co., an Illinois Corporation (Assignor)


BANK ONE, N.A. F/K/A BANK OF
RAVENSWOOD

BY: 

RICHARD POWERS, VO

ITS: Vice President

ATTEST:

BY: 

GREGORY E. DONAHUE, VP

ITS: _____

ACCEPTANCE OF THE TRUSTEE

The foregoing release has this day been delivered to and placed on the records of the undersigned Trustee.

as Trustee as aforesaid, and not personally

By: _____

Its: _____

Dated this _____ day of _____, 19__.

KNOW ALL MEN BY THESE PRESENTS that the undersigned Prikos And Becker Tool Co., An Illinois Corporation (hereinafter called "Assignor"), the owner of 100% of the entire beneficial interest under that certain Trust Agreement dated 01/30/89 and known as Trust Number 25-9845 executed by _____

Bank of Ravenswood

As Trustee, in consideration of the sum of One Dollar and other good and valuable considerations in hand paid, to receipt where of is hereby acknowledged does hereby grant a security interest in, sell, assign, transfer, set over, pledge and deliver unto Bank of Ravenswood (hereinafter called "Bank") and to its successors and assigns, all of the right, title and interest of the Assignor under and to the aforesaid Trust Agreement and in, under and to the property referred to or described in said Trust Agreement and in, under and to any and all proceeds or avails of said property or any part thereof, including without limitation all proceeds and avails from rentals, mortgages, sales, conveyances or other dispositions or realizations of any kind or character of or from said property or any part thereof, including without limitation the right to manage, direct and control the property and the acts and doings of the Trustee in respect of such property, hereby expressly waiving any and all rights of exemption and homestead.

The Assignor represents and warrants:

(a) Except for the security interest of the Bank therein, the Assignor is the owner of all the collateral pledged herein free from any liens, security interest, encumbrance or other right, title or interest of any other person, firm or corporation, and the Assignor shall defend the collateral against all claims and demands of all persons at any time claiming the same or any interest therein adverse to the Bank.

(b) There is no Financing Statement now on file in any public office covering any property of any kind which is included within this Assignment or intended so to be, and so long as any amount remains unpaid on any indebtedness or liabilities of the Assignor to the Bank or any credit from the Bank to the Assignor is in use by or available to the Assignor, the Assignor will not execute and there will not be on file in any public office any Financing Statement or Statements describing or attempting to describe the collateral pledged herein.

This Assignment is made and given as collateral security for payment in full of all principal and interest on any and all indebtedness, obligations and liabilities of the Assignor (or any of them, if more than one) to the Bank, whether now existing or hereafter arising due or to become due, direct, indirect or contingent, joint or several or joint and several; and as security for all expenses and charges, legal or otherwise, including attorneys' fees paid or incurred by the Bank, in realizing upon or protecting this Assignment or the indebtedness secured hereby.

Upon nonpayment at maturity (whether by acceleration or otherwise) of the principal of or interest on the indebtedness secured hereby, or at any time or times or from time to time thereafter, said Bank may:

(a) exercise any one or more of all of the rights or remedies set forth in the Note hereinabove described or set forth in any other evidence of indebtedness secured hereby and, in addition, the Bank shall have full power and authority to exercise all or any one or more of the remedies and shall have all the rights of a secured party under the Uniform Commercial Code of Illinois. Any requirement of the Code for reasonable notice shall be met if such notice is mailed, postage prepaid, to the Assignor at the address of the Assignor as shown on the records of the Bank at least 5 days prior to the time of the sale, disposition or other event or thing giving rise to the requirement of notice. The right of the Bank to be the purchaser for its own account at any sale or other disposition of the collateral shall not be affected by the fact that the Bank is or may be now or at the time of such sale or disposition the Trustee under that Trust Agreement described in the first paragraph hereof, nor shall such fact in any manner otherwise affect the rights of the Bank to sell, dispose of or otherwise deal with the security interest granted herein; and

(b) said Bank may proceed immediately to exercise each and all of the powers, rights and privileges reserved or granted to the Assignor under said Trust Agreement to manage, direct, control and deal with the property or any part thereof covered by said Trust Agreement, including without limitation the right to collect and receive the proceeds from rentals and from mortgages, sales, conveyances or other dispositions or realizations of any kind or character of or from said property or any part thereof; and

(c) said Bank may proceed to protect and enforce this conveyance by suit or suits or proceedings in equity, at law or otherwise, whether for the foreclosure hereof or for the appointment of a receiver or receivers of the property covered by said Trust Agreement or any part thereof, or for the enforcement of any other proper, legal or equitable remedy available under applicable law.

Any and all net proceeds received by said Bank by reason of the foregoing paragraphs (a), (b), and (c) or pursuant to said paragraphs, after first deducting all legal or other costs and expenses in and about effecting such realization shall be applied to pay any or all of the indebtedness hereby secured as said Bank shall deem proper. Any surplus to be returned to the Assignor.

0010477004 Page 4 of 5

EXHIBIT "A"

TO

RELEASE DEED

FOR

BANK ONE, N.A. F/K/A BANK OF RAVENSWOOD, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED 1/30/89 AND KNOWN AS TRUST NO. 25-9845

LEGAL DESCRIPTION

PARCEL 1: LOT 2 IN BLOCK 21 IN WITTBOLD'S RAPID TRANSIT GARDENS, A SUBDIVISION OF LOT 6 IN THE SUPERIOR COURT PARTITION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 22, WITH THE SOUTH WEST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOTS 14 (EXCEPT THE NORTH 13 FEET THEREOF), 15 AND 16 IN BLOCK 6 IN WITTBOLD'S THIRD "L" EXTENSION SUBDIVISION IN THE SOUTH WEST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:
PIN:



8109 N. LAWDALE, SKOKIE, ILLINOIS 60076
PARCEL 1: 10-23-324-017 & PARCEL 2: 10-23-324-044

Prepared by:\

After recording, please return

American National Bank and
Trust Company of Chicago
120 South LaSalle Street
Chicago, Illinois 60690

