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Cook County Recorder

25.50



COOK COUNTY

RECORDER

EUGENE "GENE" MOORE

MARKHAM OFFICE

X				
Release of Deed Full	l Pa	artial		
Know all Men by these presents, that	BANK ONE	, NA		
			("Bank")	_ in
consideration of one dollar, and other whereof is hereby acknowledged, doe RICHARD M COHEN ADN ELIZABET	s nereby relea			•
			and its/his/their	heirs, legal
representatives and assigns, all the rig whatsoever Bank may have acquired in 09/29/99 as Document Number			Mortgage dated	l recorded/
registered in the Recorder's/Registrars			County	, ,
the State of Illinois applicable to the pr	roperty, situate			
legally described as follows, to-wit:		C		
SEE ATTACHED IL			7450	
Property Address: 1522 W SCHOOL S	ST, UNIT G	CHICAGO	IL	60657
PIN 14203200481031				
For the Protection of the Owner, this F Recorder or Registrar of Titles in whos				

Appl

Deed was filed.

This Release is deemed and shall be construed solely as partial release of the aforementioned Mortgage and Assignments of Rents, which also covers other property and that the lien of said Mortgage and Assignment of Rents shall continue without abatement or interruption with respect to all of the Bank's right, title and

interest in and to any and all other property still remaining subject to said liens and

Dated at LEXINGTON, KY as 10/31/01

BANK ONE, NA

encumbrances.

Its: Mortgage Officer

Its: Authorized Officer

State of Kentucky County of FAYETTE

I, the undersigned, a Notary Public in and for County in the State aforesaid, DO HEREBY CERTIFY THAT: the persons whose names are subscribed to the foregoing instrument are personally known to me to be duly authorized officers or authorized agents of BANK ONE. NA and THAT THEY appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument in writing as duly authorized agents of said corporation and caused the corporate seal of said corporation to be affixed thereto pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, the day and year first above written.

Notary Public

My Commission Expires:

OFFICIAL SEAL ROSE MARIE VINSON NOTARY PUBLIC - KENTUCKY **FAYETTE COUNTY** My Comm. Expires 5-17-2005

This instrument was prepared by: RHONDA CULVER

00414511030036

After recording mail to: BANK ONE SERVICES CORPORATION

LOAN SERVICING CENTER 201 EAST MAIN STREET LEXINGTONKY40507

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UNIT 1522-G IN THE HENDERSON SQUARE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THE EAST 5.00 FEET OF LOT 35, ALL OF LOTS 36 AND 37, THE WEST 9 FEET OF LOT 38, THE SOUTH HALF OF LOTS 9 TO 15, BOTH INCLUSIVE, AND THE SOUTH HALF OF THE EAST HALF OF LOT 16, IN BLOCK 1 OF SICKEL AND HUFMEYER'S SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO: ALL THAT PART OF THE EAST AND WEST 16 FOOT VACATED ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 9 TO 18, BOTH INCLUSIVE, LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 29 TO 38, BOTH INCLUSIVE, LYING EAST OF AND ADJOINING THE WEST LINE OF THE EAST HALF OF LOT 16 PRODUCED SOUTH 16 FEET, AND LYING WEST OF AND ADJOINING THE EAST LINE OF THE WEST 9 FEET OF LOT 38 PRODUCED NORTH 16 FEET, IN BLOCK 1 OF SICKEL AND 9-1 HUFMEYER'S SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE

SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL III COOK COUNTY, ILLINOIS.

The Real Property or is address is commonly known as 1522 W SCHOOL ST UNIT G, CHICAGO, IL 60657. The Real Property tax identification number is 14203200481031.

REVOLVING LINE OF CREDIT Specifically, in addition to the amounts specified in the Indebtedness definition, and without limitation, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Grantor under the Credit Agreement, but also any future amounts which Lender may advance to Grantor under the Credit Agreement within twenty (20) years from the date of this Mortgage to the same extent as if such juture advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Credit Agreement and Related Documents. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other sharges, and any amounts expended or advanced as provided in either the Indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from 2000 up to the Credit Limit as provided in this Mortgage and any intermediate balance.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Contor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDESTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE 13 TOTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENCUMBRAMCES, INCLUDING STAUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREBY. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, and colonosilodood his Landou in souteta