

UNOFFICIAL COPY

0020133731

8 17 001 53 001 Page 1 of 6  
2002-02-01 11:02:26  
Cook County Recorder 31.50

THIS DOCUMENT PREPARED  
BY AND AFTER RECORDING  
RETURN TO:



0020133731

Lynn M. Hanley  
Sidley Austin Brown & Wood  
Bank One Plaza  
10 South Dearborn Street  
Chicago, Illinois 60603

**RELEASE OF TRUST INDENTURE  
AND  
RELEASE OF MORTGAGE AND SECURITY AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, that HARRIS BANK BARRINGTON, N.A., a national banking association ("Mortgagee"), successor in interest to The First National Bank and Trust Company of Barrington, for and in consideration of the satisfaction of the indebtedness secured by the Mortgage (as hereinafter defined) and the Trust Indenture (as hereinafter defined), the sum of ten and no/100 (\$10.00) dollars, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, does hereby (i) remise, release, convey, and quitclaim unto THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF CHICAGO, a corporation created pursuant to a special act of the Illinois legislature ("Mortgagor"), all of Mortgagee's right, title, interest, claim or demand it may have acquired in, through or by (x) that certain Mortgage and Security Agreement made by Mortgagor in favor of the Village of Palatine (the "Village") dated as of March 1, 1978 and recorded on March 23, 1978 in the Official Records of Cook County, in the State of Illinois, as Document No. 30-06-028 (the "Mortgage") and (y) that certain Trust Indenture between the Village and The First National Bank and Trust Company of Barrington (the "Trustee") dated as of March 1, 1978 and recorded on March 23, 1978 in the Official Records of Cook County, in the State of Illinois, as Document No. 30-06-028 (the "Trust Indenture"); the Village assigned all its rights under the Mortgage to the Trustee pursuant to the Trust Indenture, (ii) release from the lien of the Mortgage and the Trust Indenture the property described on Exhibit "A" attached hereto and made a part hereof, and (iii) consent to and direct the discharge of the Mortgage and Trust Indenture of record.

IN WITNESS WHEREOF, Mortgagee has caused these presents to be executed as of this 3 day of January, 2002.

HARRIS BANK BARRINGTON, N.A.,  
a national banking association,  
successor in interest to The First National Bank  
and Trust Company of Barrington

By: [Signature]  
Its: VICE PRESIDENT

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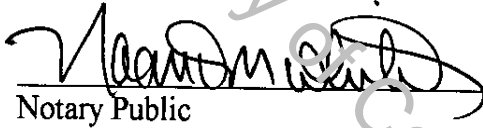
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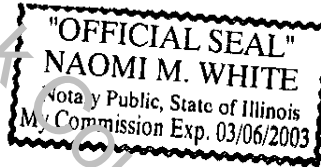
20133731

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 John E. Moelock, personally known to me to be the Vice President of HARRIS BANK BARRINGTON, N.A., a national banking association, and personally known to me to be the same person whose name is subscribed on the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President, he/she signed and delivered the said instrument as his/her free act and deed and as the free act and deed of said entity pursuant to proper authority vested in him/her for the uses and purposes therein set forth.

Given under my hand and official seal, this 3 day of January, 2002.

  
Notary Public



My Commission Expires:

03/06/2003

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11/11/11

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## EXHIBIT A

### DESCRIPTION OF REAL ESTATE

That part of the South Half (1/2) of Section 9, Township 42 North, Range 10, East of the Third Principal Meridian, described as follows:-  
Beginning at the intersection of the center line of Park Avenue extended, as laid out in Percy Wilson's Forest View Highlands, a Subdivision in the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of said Section 9, and the North Line of the Southeast Quarter (1/4) of the Southwest Quarter (1/4) of said Section 9; thence South along the aforesaid center line of Park Avenue extended for 946.44 feet to the Northeasterly line of Northwest Highway, said Northeasterly Line of Northwest Highway being a line 83 feet Northeasterly of and parallel to the Northerly Line of the Chicago and Northwestern Railroad (as measured at right angles thereto); thence Southeasterly along the Northeasterly Line of said Highway for 320 feet; thence Northeasterly on a line drawn at right angles to the Northeasterly Line of said Highway 303.66 feet; thence North along a line drawn parallel with the center line of Park Avenue as extended South for 847.38 feet to a point in the North Line of the Southeast Quarter (1/4) of Southwest Quarter (1/4) of said Section 9; thence West along the North Line of said Southeast Quarter (1/4) of the Southwest Quarter (1/4) for 430 feet to the place of beginning, (Excepting therefrom that part dedicated for Countryside Drive by Plat of Dedication registered in the Registrar's Office of Cook County, Illinois, on November 20, 1970, as Document Number 2531680.)

**PAID**  
4-1-98

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Harris Bank Barrington N.A. FIRST MORTGAGE NOTE

BARRINGTON, ILLINOIS  
*Richard J. Byrnes, v.p.*

FOR VALUE RECEIVED, the undersigned, Young Men's Christian Association of Chicago, an Illinois not for profit corporation (the "Corporation"), hereby promises to pay to the order of the Village of Palatine, Cook County, Illinois, a municipal corporation created under the laws of the State of Illinois (the "Municipality"), the principal sum of One Million Seven Hundred Thousand Dollars (\$1,700,000) in principal and interest installments as set forth below:

PAYT NO.	INTEREST PAYMENT	PRINCIPAL PAYMENT	BALANCE OF LOAN	PAYT NO.	INTEREST PAYMENT	PRINCIPAL PAYMENT	BALANCE OF LOAN
1	55,250.00	21,301.00	1678,699.00				
2	54,557.72	21,953.28	1656,705.72				
3	53,842.94	22,700.06	1633,997.66				
4	53,104.92	23,446.08	1610,551.58				
5	52,342.93	24,208.07	1586,343.51				
6	51,556.16	24,994.84	1561,348.67				
7	50,743.83	25,807.17	1535,541.50				
8	49,905.10	26,645.90	1508,895.60				
9	49,039.11	27,511.89	1481,383.71				
10	48,144.97	28,406.03	1452,977.68				
11	47,221.77	29,329.23	1423,648.45				
12	46,268.57	30,282.43	1393,366.02				
13	45,284.40	31,266.60	1362,099.42				
14	44,268.23	32,282.77	1329,816.65				
15	43,219.04	33,331.96	1296,484.69				
16	42,135.75	34,415.25	1262,069.44				
17	41,017.26	35,533.74	1226,535.70				
18	39,862.41	36,688.59	1189,847.11				
19	38,670.03	37,880.97	1151,966.14				
20	37,438.90	39,112.10	1112,854.04				
21	36,167.76	40,383.24	1072,470.80				
22	34,855.30	41,695.70	1030,775.10				
23	33,500.19	43,050.61	987,724.29				
24	32,101.04	44,449.96	943,274.33				
25	30,656.42	45,894.88	897,379.75				
26	29,164.84	47,386.16	849,993.59				
27	27,624.79	48,926.21	801,067.38				
28	25,034.59	50,516.31	750,551.07				
29	24,392.91	52,158.09	698,392.98				
30	22,697.77	53,853.23	644,539.75				
31	20,947.54	55,603.46	589,936.29				
32	19,140.43	57,410.37	531,525.72				
33	17,274.59	59,276.41	472,249.31				
34	15,348.10	61,202.90	411,046.41				
35	13,359.01	63,191.99	347,854.42				
36	11,305.27	65,245.73	282,608.69				
37	9,184.78	67,366.22	215,242.47				
38	6,995.38	69,555.62	145,686.85				
39	4,734.82	71,816.19	73,870.67				
40	2,400.80	73,870.67	.00				
FINAL PAYMENT:		76,271.47					

First Payment Due October 1, 1978 With Semi-Annual payments thereafter on each April 1 and October 1, with final balance due on principal and interest on April 1, 1998.

**IDENTIFIED**  
No.  
**3006028**  
Registrar of Torrens Titles  
**SIDNEY R. OLSEN**  
BYRNES

**3006029**  
Registrar of Torrens Titles  
**SIDNEY R. OLSEN**  
BYRNES

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The Corporation promises to pay interest on any overdue principal and premium and, to the extent permitted by law, on any overdue interest, at the rate of 8% per annum. Such principal, premium, if any, and interest are payable at the office of The First National Bank and Trust Company of Barrington, Barrington, Illinois, the Trustee (the "Trustee"), under the Trust Indenture dated as of March 1, 1978 (the "Indenture") from the Municipality, or at the office of any successor trustee under the Indenture. 20133731

This Note is issued under and secured by the Mortgage and Security Agreement dated as of March 1, 1978 (the "Mortgage") from the Corporation to the Municipality. Reference is hereby made to the Mortgage for a description of the property thereby mortgaged, the nature and extent of the security for such Note and the rights of the holder thereof, the Corporation and the Municipality in respect thereof, and the provisions for amending the Mortgage, all of which the holder hereof, by its acceptance hereof, assents.

The principal of this Note is subject to prepayment by the Corporation from time to time, in the manner and under the circumstances set forth in the Mortgage, in whole or in part, at a price equal to 100% of the principal amount hereof to be prepaid plus accrued and unpaid interest thereon to the date fixed for prepayment, together with the premium, if any, provided for in the Mortgage upon such prepayment.

In certain events and in the manner set forth in the Mortgage, the entire principal amount of this Note may be declared to be due and payable.

No recourse shall be had for the payment of the principal of, or premium, if any, or interest on this Note, or for any claim based thereon or on the Mortgage or any mortgage supplemental thereto, against any member, director, trustee or officer, past, present or future, of the Corporation, or of any successor corporation, as such, either directly or through the Corporation or any such successor corporation, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty, or otherwise, all such liability, whether at common law, in equity, by any constitution, statute or otherwise, of members, trustees or officers, as such being released as a condition of and consideration for the execution of the Mortgage and the issue of this Note.

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IN WITNESS WHEREOF, the Corporation has caused this Note to be duly executed and its corporate seal to be affixed hereto.

DATED: March 1, 1978.

YOUNG MEN'S CHRISTIAN ASSOCIATION  
OF CHICAGO

20133731

By *Paul W. DeLoe*  
Its President,  
Board of Trustees

Attest:

By *Henry Oulany*  
Its Secretary,  
Board of Trustees

(SEAL)

ENDORSEMENT

Pay to the order of The First National Bank and Trust Company of Barrington, as Trustee under the Trust Indenture dated as of March 1, 1978, from the undersigned.

VILLAGE OF PALATINE, COOK COUNTY,  
ILLINOIS

By *Robert J. Guss Jr.*  
Its President

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