

RELEASE OF MORTGAGE OR TRUST BY CORPORATION (ILLINOIS)

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Eugene "Gene" Moore Fee: \$30.50 Cook County Recorder of Deeds Date: 06/06/2003 03:00 PM Pg: 1 of 4

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 OR DEED OF TRUST WAS FILED.

STEWART TITLE OF ILLINOIS 2 N. LA SALLE STREET SUITE 1820 CHICAGO, IL 60602

STC 16/6/03

KNOW ALL MEN BY THESE PRESENTS, That the Cole Taylor Bank, a corporation of the State of Illinois, for and in consideration of the payment of the indebtedness secured by the Revolving Credit Construction Mortgage and Security Agreement & Assignment of Rents and Lessor's Interest in Leases hereinafter mentioned, and the cancellation of all the notes thereby secured, and of the sum of one dollar, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE, CONVEY and QUIT CLAIM unto Prairie District Homes, L.L.C., an Illinois limited liability company heirs, legal representatives and assigns, all the right, title, interest, claim or demand whatsoever it may have acquired in, through or by a certain Revolving Credit Construction Mortgage and Security Agreement & Assignment of Rents and Lessor's Interest in Leases, bearing date the 24th day of September 2001 and recorded in the Recorder's Office of Cook County, in the State of Illinois in Book N/A of records, on Page N/A, as Document No. 0010933392 & 0010933393, to the premises therein described, situated in the County of Cook, State of Illinois is as follows, to wit:

SEE ATTACHED LEGAL DESCRIPTION

together with all the appurtenances and privileges thereunto belonging or appertaining.

P.I.N.# 17-22-304-018, 17-22-501-017, 17-22-309-004, 17-22-309-028

COMMONLY KNOWN AS:

IN TESTIMONY WHEREOF, the said COLE TAYLOR BANK has caused these presents to be signed by its LOAN SERVICES OFFICER and its corporate seal to be hereto affixed, this 16th day of May, 2003.

Cole Taylor Bank

By: Edie B. Crowley EDIE B. CROWLEY, LOAN SERVICES OFFICER

[Handwritten signature]

STEWART TITLE COMPANY 2055 W. Army Trail Road, Suite 110 Addison, IL 60101 630-889-4000

And Mort., Spreader Agreement & Modification of Mortgage & Assignment of Rents dated 10/8/01, rec. # 001102102



This instrument was prepared by COLE TAYLOR BANK, 550 W. 79th STREET, BANK, IL 60459-9904

UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION**

Lots 44, 45 and 46 (except that part taken for street) in Block 10 in Assessor's Division of the Southwest Fractional Quarter of Section 22, also except the West 22 feet of Lot 44.

Also

Lots 1, 2, 3, 4, 5, 6 and 7 in A.B. Meeker's Addition to Chicago, a subdivision of Lots 5 and 6 in Charles M. Clark's Subdivision of Lots 51, 56 and the North 55 feet of Lots 52 and 55 in said Block 10 of Assessor's Division of the Southwest Fractional Quarter of Section 22 (except all that part of said Lots 1, 2, 3, 4 and 5 lying West of a line drawn North and South and 30 feet East of and parallel with the West line of the North and South alley lying West of said Lots) all in Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

together with (i) any and all buildings and structures and improvements, and any and all additions, alterations, betterments or appurtenances thereto, now or at any time hereafter situated, placed or constructed upon the property ("Property") legally described above or any part thereof, and all rights, titles and interest appurtenant thereto, together with all right, title and interest of Mortgagor in and to all fixtures, furniture, furnishings, and all other personal property of any kind or character, temporary or permanent, now or hereafter located upon, within or about the Mortgaged Premises which are necessary for the operation of the Mortgaged Premises, (excluding personal property owned by tenants in possession), together with any and all accessions, replacements, substitutions, and additions thereto or therefor and the proceeds thereof and all goodwill, trademarks, tradenames, option rights, purchase contracts and agreements, books and records and general intangibles of Mortgagor relating to the Property and Mortgaged Premises and all accounts, accounts receivable, contract rights, choses in action, instruments, chattel paper and other rights of Mortgagor for payment of money relating to the Property and Mortgaged Premises and any other intangible property of Mortgagor related to the Property and Mortgaged Premises, including without limitation any and all rights of Mortgagor in, to or with respect to any and all accounts maintained with Mortgagee or any other party in which are held funds relating to all real estate and personal property taxes, water, gas, sewer, electricity, and other utility rates and charges, charges for any easement, license or agreement maintained for the benefit of the Mortgaged Premises, and all other liens with respect thereto, of any kind and nature whatsoever which at any time prior to or after the execution hereof may be assessed, levied or imposed upon the Mortgaged Premises or the rents, issues and profits or the ownership, use, occupancy or enjoyment thereof,

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insurance premiums, or tenants' security deposits with respect to the Property and Mortgaged Premises and all of Mortgagor's right, title and interest in and to all of the rents, issues, revenues, royalties, income, avails, proceeds, profits and other benefits paid or payable by parties under any and all leases, subleases, licenses, concessions or other agreements (written or oral, now or hereafter in effect) which grant occupancy, a possessory interest in and to, or the right to use the Property and Mortgaged Premises or any part thereof or interest therein, and all rights, privileges, authority and benefits of Mortgagor or the landlord under such leases (but under no circumstances any liabilities, obligations or responsibilities thereunder) or otherwise generated by or derived from the Property and Mortgaged Premises and Mortgagor's rights to any and all documents, instruments, contracts or agreements pertaining to the ownership, use, occupancy, possession, development, design, construction, financing, operation, alteration, repair, marketing, sale, lease or enjoyment of the Property and Mortgaged Premises, including without limitation any contracts for labor or materials, purchase orders, service contracts, maintenance agreements, management contracts, lease agency agreements, sales agency agreements, marketing contracts, loan or financing commitments, and payment, performance or surety bonds, and all rights, privileges, authority and benefits thereunder (but under no circumstances any liabilities, obligations or responsibilities thereunder); (ii) any and all rights, privileges, authority and benefits under any option, articles of agreement for deed, installment contract or other contract or agreement pursuant to which Mortgagor is granted any possessory, legal, equitable, beneficial or other interest in the Property and Mortgaged Premises; (iii) any and all rights, privileges, tenements, hereditaments, rights of way, rights of access, riparian rights, mineral rights, homestead rights, easements, appendages and appurtenances in any way appertaining thereto, and all right, title and interest of Mortgagor in and to any streets, ways, alleys, waterways, strips or gores of land adjoining the Property or any part thereof; (iv) any and all betterments, additions, appurtenances, substitutions, replacements and after acquired title or interests in the Property and Mortgaged Premises and all reversions and remainders therein; and (v) any and all of Mortgagor's right, title and interest in and to any judgment, award, remuneration, settlement, compensation, recovery or proceeds heretofore made or hereafter to be made by any governmental authority or insurance company to the present or any subsequent owner of the Property and Mortgaged Premises, including those for any condemnation of or casualty to the Property and Mortgaged Premises, or for any vacation of, or change of grade in, any streets serving or affecting the Property and Mortgaged Premises.