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RELEASE OF MORTGAGE OR TRUST BY CORPORATION (ILLINOIS)



Doc#: 0430312071 Eugene "Gene" Moore Fee: \$30.50 Cook County Recorder of Deeds Date: 10/29/2004 10:51 AM 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.

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 Construction Mortgage & Collateral Assignment of Rents and 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 Cole Taylor Bank, not personally, but solely as Trustee under a Trust Agreement dated September 25, 2002, and known as Trust No. 02-9553 heirs, legal representatives and assigns, all the right, title, interest, claim or demand whatsoever it may have acquired in, through or by a certain Construction Mortgage & Collateral Assignment of Rents and Leases, bearing date the 5th day of November 2002, 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. 0021275924 & 0021275925, 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.# 17-22-315-001, 17-22-315-002, 17-22-315-003, 17-22-315-004, 17-22-315-005

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 5th day of August, 2004.



Cole Taylor Bank

By: Ruth A. Beske RUTH A. BESKE, LOAN SERVICES OFFICER

This instrument was prepared by COLE TAYLOR BANK, 9550 W. Higgins Rd., Rosemont, IL 60018

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STATE OF ILLINOIS \_\_\_\_\_ }  
 SS.  
 COUNTY OF COOK \_\_\_\_\_ }

I, UNDERSIGNED, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RUTH A. BESKE personally known to me to be the LOAN SERVICES OFFICER of the COLE TAYLOR BANK a corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such LOAN SERVICES OFFICER signed and delivered the said instrument 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 her free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and NOTARIAL seal this 5th day of August, 2004.

*Rosemary Lewandowski*  
 \_\_\_\_\_  
 NOTARY PUBLIC

WHEN RECORDED MAIL TO:

THOMAS DIPIAZZA  
 DIPIAZZA CONSTRUCTION  
 3611 SOUTH NORMAL  
 CHICAGO IL 60609



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EXHIBIT A

## LEGAL DESCRIPTION

LOT 6, LOT 7 AND THE NORTH 25 FEET OF LOT 10, ALL IN BLOCK 5 IN GEORGE SMITH'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF BLOCKS 17 TO 22 BOTH INCLUSIVE, IN ASSESSOR'S DIVISION OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NOS. 17-22-315-001; 17-22-315-002; 17-22-315-003; 17-22-315-004; 17-22-315-005

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 Personality (as defined in this Mortgage) 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 the Impositions (as defined in this Mortgage), 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

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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.

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