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Doc#: 0504718019
Eugene "Gene" Moore Fee: \$28.50
Cook County Recorder of Deeds
Date: 02/16/2005 08:12 AM Pg: 1 of 3

RETURN TO: Meredith Boyd
Wachovia Operational Services Corporation
Attn: Credit Operations, NC6855
P.O. Box 2704
Winston Salem, NC 27102-2704

Tax Parcel ID: 18-25-105-017-0000

THE STATE OF ILLINOIS §
COUNTY OF COOK §

RELEASE OF LIEN

WHEREAS, on December 13, 1985, Isaac Heller and Helaine Heller ("Grantor"), executed and delivered that certain Deed of Trust, Security Agreement and Financing Statement (the "Deed of Trust") for the benefit of Wachovia Bank, National Association (successor in interest to First Fidelity Bank, N.A.), a national banking association ("Lender"). The Deed of Trust is recorded under document no. 85323359 in the Real Property Records of Cook County, Illinois, securing: (i) that certain promissory note, dated December 28, 1984, executed by Grantor and made payable to the order of Lender in the maximum principal amount of \$10,000,000.00, and (ii) such other obligations as are more particularly described in the Deed of Trust (said promissory notes and other obligations collectively referred to herein as the "Secured Obligations"), and covering and creating a lien upon and over a certain tract or parcel of land located in Cook County, Illinois, more particularly described on Exhibit A attached to the Deed of Trust and incorporated herein for all purposes, together with all appurtenances thereon or in anywise appertaining thereto and all buildings, structures, fixtures and improvements located thereon (said land, improvements and appurtenances being herein collectively referred to as the "Property"); and

and WHEREAS, Lender is the sole legal and equitable owner and holder of the Secured Obligations;

WHEREAS, Grantor has fully and finally satisfied the Secured Obligations; and

WHEREAS, Grantor has requested, and Lender has agreed, to release the Property from the lien of the Deed of Trust subject to the terms and conditions set forth below.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That, for good and valuable consideration, including, without limitation, the full and final satisfaction of the Secured Obligations, the receipt and sufficiency of which are hereby acknowledged and confessed, Lender has RELEASED and DISCHARGED, and by these presents does hereby RELEASE and DISCHARGE, the Property from the lien of the Deed of Trust and from any and all other liens and security interests held by Lender in connection with the Secured Obligations which are secured by the Property.

EXECUTED as of January 4, 2005.

LENDER:

Wachovia Bank, National Association (successor in interest to First Fidelity Bank, N.A.), a national banking association

By: Rose M. Sims
Name: Rose M Sims
Title: Vice President

Rose M. Sims
Vice President

S.P.
S.M.
CE

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STATE OF NORTH CAROLINA §
COUNTY OF FORSYTH COUNTY §

Bank Acknowledgment

I certify that before me appeared this day, Rose M Sims, a person known to me, who after being sworn said he/she is Vice President of Wachovia Bank, National Association, a national banking association, and is duly authorized to act on behalf of said Bank, that the seal affixed to the foregoing instrument is the seal of said Bank and that said instrument was signed and sealed by him/her on behalf of said Bank, and being informed of the contents thereof, acknowledged execution of the foregoing instrument on behalf of said Bank.

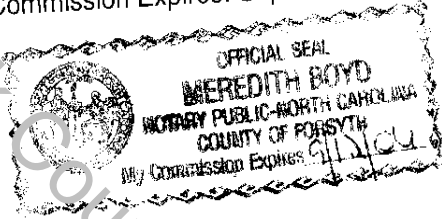
Witness my hand and official seal, this 17th day of January, 2005

Notary Seal

Meredith Boyd, Notary Public
Meredith Boyd
(Printed Name of Notary)

My Commission Expires: September 12, 2006

Tracking #: #20/3953284502-1412 record #5178E



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Parcel 1:

A tract of land comprised of part of the East half of the Southwest quarter and part of the East half of the Northwest quarter of Section 25, Township 38 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois which tract of land is bounded and described as follows:

Beginning at the point of intersection of the East line of the West 33 feet of said East half of the Southwest quarter of Section 25 with the North line of the South 2485.48 feet of said East half of the Southwest quarter and running thence east along the North line of the South 2485.48 feet aforesaid (being the North line of property conveyed to the Moad Corporation by deed dated December 16, 1963 and recorded in the Recorder's Office of Cook County, Illinois on December 30, 1965 as Document 19697789) a distance of 870.67 feet to a point which is 389.19 feet west from the west right of way line of the Baltimore and Ohio Chicago Terminal Railroad Company; thence southeastwardly (continuing along the northerly line of the property so conveyed) along the arc of circle, convex to the northeast and having a radius of 470.28 feet, a distance of 459.21 feet to a point on said West right of way line of the Baltimore and Ohio Chicago Terminal Railroad Company which is 2278.54 feet north from the south line of said East half of the Southwest quarter of Section 25; thence North along said West Right of Way line being here the west line of the East 33 feet of the East half of the Southwest quarter aforesaid, a distance of 383.03 feet to an intersection with the South line of said East half of the Northwest quarter of Section 25; thence West along the South line of the East half of the Northwest quarter aforesaid, a distance of 1.80 feet to an intersection with the West line of the Right of Way of the Baltimore and Ohio Chicago Terminal Railroad Company) as said West right of way line was defined in Case No. 81202 in the Circuit Court of Cook County, Illinois; thence North along said West right of way line a distance of 515.33 feet to the point which is 65.0 feet measured along said West right of way line South from the point of intersection of said West right of way line with the South Line of the North 2081.22 feet of said East half of the Northwest quarter of Section 25, thence Northwardly along a straight line (being the Southwesterly line of the parcel of land conveyed to D. H. Overmyer by deed dated December 19, 1966 and recorded in said Recorder's Office on January 26, 1967 as Document 20052140) a distance of 68.01 feet more or less to a point on the South line of the North 2081.22 feet aforesaid which is 20.0 feet as measured along said south line west from said west right of way line; thence West along the South Line of the North 2081.22 feet aforesaid (being the South line of the property conveyed to said D. H. Overmyer by deed dated October 12, 1965 and recorded in said Recorder's office on March 16, 1968 as Document 19764466) a distance of 1238.24 feet to an intersection with the East line of the West 33 feet of said East half of the Northwest quarter of Section 25; and thence South along said East line of the West 33 feet of the East half of the Northwest quarter and along the East line of the West 33 feet of the East half of the Southwest quarter of said Section 25, a distance of 758.14 feet to the point of beginning, in Cook County, Illinois.

Parcel 2:

An Easement for ingress and egress for the benefit of Parcel 1 over and upon the following described tract of land.

That part of the West 33 feet of the East half of the Northwest quarter of Section 25, Township 38 North, Range 12, East of the Third Principal Meridian lying South of the South line of 71st Street, and that part of the West 33 feet of the East half of the Southwest quarter of said Section 25 lying North of the North line of 79th Street as created by deed from the Indiana Harbor Belt Railroad Company, a corporation of Indiana, to Third Bridgeview Corporation, a corporation of Illinois, dated March 27, 1970 and recorded April 2, 1970 as Document 21124895, all in Cook County, Illinois.

The Grantor further assigns and transfers over to Grantee all of its right, title and interest in and to a certain agreement by and between Grantor and the Village of Bridgeview, a municipal corporation, under a certain agreement dated November 19, 1970, the execution of which by the Village of Bridgeview, a municipal corporation, was authorized and approved by Ordinance 70-24 of said Village of Bridgeview adopted on, to-wit: November 5, 1970.

The Grantor further assigns and transfer over to Grantee all of its right, title and interest in and to a certain lease executed by and between the Grantor and H. J. HEINZ COMPANY providing for a lease of the premises for a period of twenty-five (25) years, said lease being executed on July 24, 1970 and amended on January 11, 1971.

P.I.N 18-25-105-017-0000

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Clerk's Office

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