

# UNOFFICIAL COPY



Doc#: 0522012115  
Eugene "Gene" Moore Fee: \$26.50  
Cook County Recorder of Deeds  
Date: 08/08/2005 01:07 PM Pg: 1 of 2

## RELEASE OF MORTGAGE

PIN#: 17-04-223-051-0000

Doc#: 9794640

FOR VALUE RECEIVED, the undersigned, certifies that a real estate mortgage now owned by it, dated November 25, 1997 made by Joe Kaplan and , as mortgagor(s), to JPMorgan Chase Bank, N.A. Successor by Merger to BANK ONE, N.A., as mortgagee, recorded as document No. ~~9794640~~ in the registrar's office of Cook, Illinois is with the indebtedness thereby secured, fully paid, satisfied and discharged, and the undersigned is hereby authorized and directed to release and discharge the same upon record. Property legally described as:

See Attached "Exhibit A"

9794640

Property Address: 55 West Goethe Unit 1244, Chicago, IL 60610

IN WITNESS WHEREOF, said JPMorgan Chase Bank, N.A., as aforesaid, has caused these presents to be signed by its Vice President, attested by its Assistant Secretary, and its corporate seal to be affixed, this 22nd day of July 2005.

JPMorgan Chase Bank NA

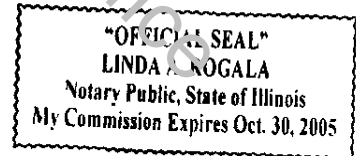
By *Peggy A. DiLeo* (First Vice President)

Attest *Carol A. Jensen* (Assistant Secretary)

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) ss

On July 22, 2005, the following instrument was acknowledged before me, a Notary Public, commissioned in DuPage County, Illinois, by Peggy A. DiLeo, Managing Director and Carol A. Jensen, Assistant Secretary of JPMorgan Chase Bank NA, National Banking Association, on behalf of the Corporation.

*Linda Rogala* (Notary Public)



**FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHOULD BE FILED WITH THE RECORDER OF DEEDS IN WHOSE OFFICE THE MORTGAGE WAS FILED**

DELIVERY INSTRUCTIONS:

JPMorgan Chase Bank NA  
Loan #00603000036960  
Attn: Neil Garlock  
1 Bank One Plaza, 10<sup>th</sup> Floor  
Chicago, IL 60670

*Sc  
Neil Garlock*

**UNOFFICIAL COPY**

**MAXIMUM LIEN.** At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed the Credit Limit of \$500,000.00.

**THIS MORTGAGE** dated July 25, 2005, is made and executed between JOEL H KAPLAN, whose address is 55 W GOETHE UNIT 1244, CHICAGO, IL 60610 and ANNA M KAPLAN, whose address is 55 W GOETHE UNIT 244, CHICAGO, IL 60610; Husband and Wife (referred to below as "Grantor") and LASALLE BANK NA, whose address is 4747 W. Irving Park Road, Chicago, IL 60641 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Cook County, State of Illinois:

**PARCEL 1:** THAT PART OF LOT 18 IN CHICAGO LAND CLEARANCE COMMISSION NUMBER 3 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 18, THENCE WEST ALONG THE NORTH LINE OF SAID LOT 18, 149.43 FEET TO THE NORTHWEST CORNER OF SAID LOT 18; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 1889.51 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 58.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING EAST ALONG THE LAST DESCRIBED COURSE 23.36 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 52.34 FEET; THENCE SOUTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 45 DEGREES WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 7.37 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 18, 18.15 FEET, THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 57.55 FEET TO THE POINT OF BEGINNING SAID CHICAGO LAND CLEARANCE NUMBER 3, BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS VACATED ALLEYS IN BRONSON'S ADDITION TO CHICAGO AND CERTAIN

RESUBDIVISIONS ALL IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. **PARCEL 2:** EASEMENT OF INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE BEEKMAN PLACE TOWNHOUSE RECORDED JULY 31, 1986 AS DOCUMENT 86327087 AND AS CREATED BY DEED FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 1, 1985 AND KNOWN AS TRUST NUMBER 65171 TO COLUMBIA NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 6, 1987 AND KNOWN AS TRUST NUMBER 2478 RECORDED JANUARY 20, 1987 AS DOCUMENT 87034247, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 55 W GOETHE UNIT 1244, CHICAGO, IL 60610.  
The Real Property tax identification number is 17-04-223-051-0000

**REVOLVING LINE OF CREDIT.** This Mortgage secures the Indebtedness including, without limitation, 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 future 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 charges, 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 zero up to the Credit Limit as provided in the Credit Agreement 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, Grantor 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 INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING**