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RELEASE OF MORTGAGE OR TRUST DEED BY CORPORATION (ILLINOIS)

Doc#: 0522015039 Eugene "Gene" Moore Fee: \$40.50 Cook County Recorder of Deeds Date: 08/08/2005 09:31 AM Pg: 1 of 9

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.

LOAN: 222304

KNOW ALL MEN BY THESE PRESENTS, That MB Financial Bank, N.A., a National Banking Association, of the County of Cook County and State of Illinois, for and in consideration of the payment of the indebtedness secured by the Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing herein after described, 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 Kelly Nissan, Inc., heirs, legal representatives and assigns, all the right, title, interest, claim or demand whatsoever the Bank may have acquired in, through or by a certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing, bearing the date of May 20, 2005 and recorded in the Recorder's Office of Cook County, in the State of Illinois, on May 20, 2005 as Document Number 0514039072 to the premises therein described as follows, situated in the County of Cook, in State of Illinois, to wit:

Legal Description:

See Exhibit "A", "B" & "C".

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

Permanent Real Estate Index Number(s): 24-03-408-010, 24-03-400-037, 24-03-408-013, 24-03-400-040.

Address (es) of premises: 4300 West 95th Street, Oak Lawn, IL 60453.

Witness our hands, this 22nd of July 2005.

MB Financial Bank, N.A.

By: Maureen McNally Jones, Vice-President

By: Bernard T. Bartilad, Vice-President

This instrument was prepared by: MB Financial Bank, N.A., 6111 N. River Rd., Rosemont, IL 60018

BATCH

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Handwritten initials: S-Y, P-9, M-Y, K-W

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Acknowledgements:

STATE OF ILLINOIS)
)
COUNTY OF COOK) ss.

I, THE UNDERSIGNED, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Maureen McNally Janes, Vice-President of MB Financial Bank, N.A. and Bernard T. Bartilad, Vice-President of MB Financial Bank, N.A., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument, pursuant to authority given by the Board Directors of said corporation, as their own 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 official seal this 20th day of July, 2005.



Mirsada Durakovic
Notary Public

My Commission Expires: 7/2/2008

Notary of Cook County Clerk's Office

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EXHIBIT "A"

LEGAL DESCRIPTION
(see attached legal description)

PINS:

24-03-408-010

24-03-400-037

24-03-408-013

24-03-400-040

Commonly known as: 4300 West 95th Street,
Oak Lawn, IL 60453

See attached legal description for the legal description of the property

Property Of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1A:

The East 69.25 feet of Lot 3 and that part of Lot 2 described as follows:
Beginning at the Southwest corner of said Lot 2; thence East along the South line of Lot 2, 140.75 feet; thence North at right angles to the South line of Lot 2, 150 feet to a point; thence West parallel to the South line of Lot 2, 47 feet; thence North at right angles to the last described line 150 feet to a point in the North line of Lot 2 that is 93.75 feet East of the Northwest corner of Lot 2; thence West along the North line of Lot 2, 93.75 feet to the Northwest corner of Lot 2; thence South along the West line of Lot 2 to the point of beginning, all in Wiegel and Kilgallens 95th Street Subdivision of the North 300 feet of the South 350 feet of the East 3/4 of the Southwest 1/4 of the Southeast 1/4 of Section 3, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois;

PARCEL 1B:

The West 163 feet of the following described property taken as a tract: The North 25 feet of the South 375 feet (except the East 33 feet thereof and except the West 262.50 feet thereof) of the East 3/4 of the Southwest 1/4 of the Southeast 1/4 of Section 3, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois;

PARCEL 1C:

That part of Lot 2 in Wiegel and Kilgallens 95th Street Subdivision of the North 300 feet of the South 350 feet of the East 3/4 of the Southwest 1/4 of the Southeast 1/4 of Section 3, Township 37 North, Range 13 East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of said Lot 2; thence East along the South line of Lot 2 for a distance of 140.75 feet to the point of beginning; thence North at right angles to the South line of Lot 2 for a distance of 150.00 feet to a point; thence West parallel with the South line of Lot 2 for a distance of 47.00 feet to a point; thence North 150 feet to a point of the North line of Lot 2 that is 93.75 feet East of the Northwest corner of said Lot 2; thence East along the North line of Lot 2 for a distance of 87.00 feet to a point; thence South for a distance of 300 feet to a point on the South line of Lot 2, said point being 180.75 feet East of the Southwest corner of said Lot 2; thence West along the South line of Lot 2 for a distance of 40.00 feet to the point of beginning, in Cook County, Illinois;

PARCEL 1D:

The West 86.98 feet of the North 25 feet of the South 375 feet (except the East 33 feet thereof and except the West 425.50 feet thereof) of the East 3/4 of the Southwest 1/4 of the Southeast 1/4 of Section 3, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

24-03-408-010

24-03-400-037

24-03-408-013

24-03-400-040

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EXHIBIT "B"

PERMITTED EXCEPTIONS

The following are the permitted exceptions from Pro Forma Loan Policy File No. 1097161 issued by The Talon Group as agent for First American Title Insurance Company: Schedule B – Part I - Exception Numbers 1-6.

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EXHIBIT C

COLLATERAL

All of Mortgagor's "fixtures" (as defined in the UCC), trade fixtures, business fixtures and other fixtures and facilities and equipment located in or on the premises legally described on Exhibit "A" attached hereto and made a part hereof (the "Real Estate") now or hereafter attached or affixed to or used in or about the Real Estate or the buildings and other improvements now erected or hereafter to be erected on the Real Estate (collectively the "Improvements"); and the accessions and appurtenances thereto or renewals or replacements of or substitutions for any of the foregoing including all building materials and equipment now or hereafter delivered to the Real Estate and intended to be installed or incorporated therein and all apparatus, fixtures, equipment and articles which relate to the use, occupancy and enjoyment of the Real Estate;

All of Mortgagor's right, title and interest in and to all articles or parts now or hereafter affixed to the property described in the foregoing paragraph or used in connection with such property, any and all replacements for such property, and all other property of a similar type or used for similar purposes now or hereafter in or on the Real Estate;

All of Mortgagor's right, title and interest in all personal property used or to be used in connection with the operation of the Real Estate and located on the Real Estate;

All of the Mortgagor's "general intangibles" (as defined in the UCC) now owned or hereafter acquired and related to the Real Estate, including, without limitation, all right, title and interest of the Mortgagor in and to: (i) all agreements, leases, licenses and contracts to which the Mortgagor is or may become a party relating to the Real Estate or Improvements in which a security interest has been granted pursuant to the Security Agreement; (ii) all obligations or indebtedness owing to the Mortgagor (other than Accounts) or other rights to receive payments of money from whatever source arising relating to the Real Estate; (iii) all real estate tax refunds and real estate tax refund claims relating to the Real Estate; and (iv) all choses in action and causes of action relating to the Real Estate;

All of the Mortgagor's "equipment" as relates to the Real Estate (as defined in the UCC) now owned or hereafter acquired, including, without limitation, all machinery, motor vehicles, trucks, trailers and all parts thereof and all other personal property (other than inventory) and all additions and accessions thereto and replacements therefor;

All of Mortgagor's "accounts" (as defined in the UCC) now owned or hereafter created or acquired as relates to the Real Estate, including, without limitation, all of the following now owned or hereafter created or acquired by Mortgagor: (i) accounts receivable, contract rights, book debts, notes, drafts, and other obligations or indebtedness owing to the Mortgagor arising from the sale, lease or exchange of goods or other property and/or the performance of services, (ii) the Mortgagor's rights in, to and under all purchase orders for goods, services or other property, (iii) the Mortgagor's rights to any goods, services or other property represented by any of the foregoing, (iv) monies due to or to become due to the Mortgagor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet

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earned by performance on the part of the Mortgagor), (v) uncertified securities, and (vi) proceeds of any of the foregoing and all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing;

All of the Mortgagor's "documents" (as defined in the UCC) or other receipts as relates to the Real Estate, evidencing or representing goods now owned or hereafter acquired, including, without limitation, all bills of lading, dock warrants, dock receipts, warehouse receipts and orders for the delivery of goods, and any other document which in the regular course of business or financing is treated as adequately evidencing that the person or entity in possession of it is entitled to receive, hold and dispose of the document and the goods it covers;

All of the Mortgagor's "contract rights", "instruments", "chattel paper" or "letters of credit", "certificated" and "uncertificated securities" (each as defined in the UCC) and any replacements therefor as relates to the Real Estate and other writings which evidence a right to the payment of money and which are not themselves security agreements or leases and are of a type which in the ordinary course of business are transferred by delivery with any necessary endorsement or assignment, including, without limitation, all checks, drafts, notes, bonds, debentures, government securities, certificates of deposit, options and warrants in which the Mortgagor now has or hereafter acquires any rights;

All deposit accounts of the Mortgagor related to the Real Estate maintained with any bank or financial institution other than the Mortgagee;

All depository and escrow accounts of the Mortgagor established with the Mortgagee, all cash deposited therein from time to time and other monies and property of the Mortgagor in the possession or under the control of the Mortgagee or any other lender or party, including deposits with public or private utility companies with respect to utility services furnished to the Real Estate;

All of Mortgagor's right, title and interest in the rents, issues, deposits, profits, revenues, leases and other use and occupancy agreements and all other income of any nature now due or which may become due or to which Mortgagor may now or hereafter become entitled to related to the Real Estate, whether heretofore or hereafter made or agreed to by any person or entity (including without limitation those rents, issues, deposits, profits, leases or other agreements assigned to Mortgagee under the Mortgage and Security Agreement with Assignment of Rents made by Mortgagor in favor of Mortgagee of even date herewith creating the security interests hereby perfected or by the other "Loan Documents," as that term is defined in said Mortgage);

All monies now or hereafter on deposit with Mortgagor for the payment of security deposits to lessees under leases of the Real Estate;

All awards or payments, including interest thereon, which may be made with respect to the Real Estate, whether from the right of the exercise of eminent domain (including any transfer made in lieu of the exercise of said right) or for any other injury to or decrease in value of the Real Estate;

All funds, accounts, instruments, documents, general and tangible, and notes or chattel paper arising from or by virtue of any transactions related to the real estate;

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All rights in and proceeds from present and future fire or hazard insurance policies covering improvements now or hereafter located on the Real Estate or described in the Mortgage thereon; together with all records and books of account now or hereafter maintained by Mortgagor, its successors and assigns in connection with the Real Estate or any business conducted thereon;

All damages, royalties and revenue of every kind, nature and description whatsoever that Mortgagor may be entitled to receive from any person or entity owning or having or hereafter acquiring a right to the oil, gas or mineral rights and reservations of the Real Estate;

Any and all accounts, contract rights, chattel paper, sales contracts, insurance contracts, income, payments, profits and other rights to the payment of money, and all proceeds of all of the foregoing, whether now existing or hereafter arising from the sale, lease or other disposition by Mortgagor, its successor and assigns of the Real Estate;

All plans and specifications relating to the construction of improvements on the Real Estate (if any) and all unexpired claims, warranties, guaranties, indemnifications and sureties, if any, arising from or received in connection with the installation, construction, improvement, maintenance or equipment of or on the Real Estate or the Improvements thereon;

Any and all "Equipment", "Inventory", "Accounts", "Contract Rights", "Chattel Paper", "General Intangibles", "Fixtures", "Documents" and "Instruments" as defined in the UCC owned by Mortgagor in connection with the Real Estate;

All contracts, licenses and permits and other rights and privileges, now or hereafter existing, directly or indirectly related to, or connected with, the Real Estate or the Improvements thereon; and

All proceeds from the sale, transfer, or pledge of any or all of the foregoing property.

For purposes of this Exhibit "B" to Financing Statement the following terms have the meanings set forth below:

"Proceeds" means all "proceeds" (as defined in the UCC) of, and all other profits, rentals or receipts, in whatever form, arising from the collection, sale, lease, exchange, assignment, licensing or other disposition of, or realization upon, any property described in this Exhibit "B", including, without limitation, all claims of the Mortgagor against third parties for loss of damage to or destruction of, or for proceeds payable under, or unearned premiums with respect to, policies of insurance with respect to any property described in this Exhibit "B", and any condemnation or requisition payments with respect to any property described in this Exhibit "B", in each case whether now existing or hereafter arising.

"UCC" means the Uniform Commercial Code as in effect on the date hereof in the State of Illinois, provided that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of a security interest in any property described in this Exhibit "B" or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect on or after the date hereof in any other jurisdiction, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof

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relating to such perfection or effect of perfection or non-perfection or availability of such remedy.

