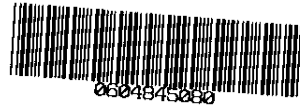


# UNOFFICIAL COPY

Prepared by:

Maria L. Whiteman, Esq.  
Ungaretti & Harris LLP  
3500 Three First National Plaza  
Chicago, Illinois 60602



Doc#: 0604845080 Fee: \$30.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/17/2006 01:13 PM Pg: 1 of 4

After recording return to:

TST 55 East Monroe Property, L.P.  
520 Madison Avenue, Sixth Floor  
NY, NY 10022  
Attn: Chief Legal Officer

## RELEASE AND TERMINATION OF LEASEHOLD AND FEE MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING

**KNOW ALL MEN BY THESE PRESENTS** that the undersigned, **MIDLAND LOAN SERVICES, INC.**, a Delaware corporation ("Servicer"), having an address of 10851 Mastin Boulevard, Overland Park, Kansas 66210, attorney in fact for Wells Fargo Bank Minnesota, N.A. n/k/a Wells Fargo Bank, N.A. ("Assignee"), having an address of 9062 Old Annapolis Road, Columbia, Maryland 21045-1951 does hereby certify and agree as follows:

1. That **Assignee** is the holder of that certain Leasehold and Fee Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of December 30, 2002 made by TST 55 East Monroe Property, L.P., a Delaware limited partnership ("Mortgagor") to and in favor of Connecticut General Life Insurance Company ("Mortgagee") as recorded in the office of the Recorder of Deeds of Cook County, Illinois on December 31, 2002 as Document No. 002143439 ("Mortgage"), which was assigned to Assignee pursuant to an Assignment Agreement dated on or before December 2, 2003 and recorded in the office of the Recorder of Deeds of Cook County, Illinois on December 2, 2003 as Document No. 0333633239 ("Assignment"), and such Mortgage encumbers that certain real estate commonly known as the 55 East Monroe, Chicago, Illinois, and legally described on Exhibit A attached hereto, together with the improvements, fixtures and other property and property rights therein described (collectively, the "Mortgage Property"); and further
2. That the Mortgage secured the obligations of Mortgagor to Mortgagee and Assignee through the Assignment under a certain Promissory Note in the original principal amount of \$147,000,000.00 made by Mortgagor to the order of Mortgagee (the "Note"); and further
3. That the indebtedness due Mortgagee under the Note has been fully paid and satisfied by Mortgagor, and Assignee through its attorney in fact, the Servicer, does hereby further certify and agree that the said Mortgage is hereby **RELEASED, TERMINATED AND FOREVER DISCHARGED** as a lien and encumbrance upon said Mortgage Property.

*Signature Block on Following Page*

# UNOFFICIAL COPY

This Release and Termination of Leasehold and Fee Mortgage, Assignment of Rents, Security Agreement and Fixture Filing is dated as of the 13<sup>th</sup> day of February, 2006.

Wells Fargo Bank Minnesota, N.A.,  
as Trustee for Morgan Stanley Capital I Inc.,  
Commercial Mortgage Pass-Through  
Certificates, Series 2003-IQ4  
By: Midland Loan Services, Inc., Its Servicer  
and Attorney-in Fact

Signature: 

Name: Brad Hauger

Title: Servicing Officer

Property of Cook County Clerk's Office

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## ACKNOWLEDGMENT OF MIDLAND LOAN SERVICES, INC.

STATE OF KANSAS)

) SS

COUNTY OF JOHNSON)

I, Marta Reed, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Brad Hauge, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Servicing Officer of MIDLAND LOAN SERVICES, INC. appeared before me this day in person and acknowledged that he signed and delivered the said instrument in his authorized capacity as such officer as his own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 13<sup>th</sup> day of February, 2006.

{Seal}

Marta Reed  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_



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## EXHIBIT A

### LEGAL DESCRIPTION OF PARCEL 1

#### PARCEL 1A

LOTS 2 AND 3 IN BLOCK 4 IN FRACTIONAL SECTION 15, ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 17-15-103-001-0000  
ADDRESS: 55 EAST MONROE, CHICAGO, ILLINOIS

#### PARCEL 1B

THE NORTH 54 FEET OF LOT 6 IN BLOCK 4 IN FRACTIONAL SECTION 15, ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-15-103-002-0000  
ADDRESS: 55 EAST MONROE, CHICAGO, ILLINOIS

### LEGAL DESCRIPTION OF PARCEL 2

THE SOUTH ONE-HALF OF LOT 7 AND SUB LOTS 1, 2, 3, 4 AND 5 OF ASSESSOR'S DIVISION OF LOT 10 IN BLOCK 4 IN FRACTIONAL SECTION 15; ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-15-103-009-8001 and 17-103-009-8002  
ADDRESS: 55 EAST MONROE, CHICAGO, ILLINOIS

### LEGAL DESCRIPTION OF PARCEL 3

THE NORTH HALF OF LOT 7 AND THAT PART OF LOT 6 LYING SOUTH OF THE NORTH 54 FEET THEREOF (EXCEPT THE EAST NINE (9) FEET OF SAID LOTS) IN BLOCK 4 IN FRACTIONAL SECTION 15, ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-15-103-003-0000  
ADDRESS: 55 EAST MONROE, CHICAGO, ILLINOIS