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Doc#: 0612145064 Fee: \$30.50 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 05/01/2006 10:24 AM Pg: 1 of 4

| 900 | X | | |
|---|------------------------|----------------------|------------------------------|
| Release of Deed | Full | Partial | |
| Know all Men by these pres | sents, that <u>JPM</u> | ORGAN CHASE E | BAN, N.A. |
| consideration of one dollar, whereof is hereby acknowled JOHN A BARSELLA, INDIV | edged, does here | | y and quit claim unto |
| representatives and assigns whatsoever Bank may have 10/11/04 as Document N | | ough crity a certair | |
| registered in the Recorder's the State of Illinois applicablegally described as follows SEE ATTACHED` | ole to the property | | County, in County and State, |
| 2nd tax i.d. 14 29 302 214 1133 | | | CO |

Property Address: 2600 NORTH SOUTHPORT #404

CHICAGO IL 60614

PIN 14 29 302 214 1064

For the Protection of the Owner, this Release shall be filed with the Recorder or Registrar of Titles in whose office the Mortgage or Trust of Deed was filed.

00603000093318

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| | CHECK IF PARTIAL - if checked, the following ap | ply |
|--|---|-----|
| | | |

This Release is deemed and shall be construed solely as partial release of the aforementioned Mortgage and Assignments of Rents, which also covers other property and that the lien of said Mortgage and Assignment of Rents shall continue without abatement or interruption with respect to all of the Bank's right, title and interest in and to any and all other property still remaining subject to said liens and encumbrances.

Dated at LOUISVILLE, KY as of

04/11/06

JPMORGAN CHASE PAN, N.A.

NETTA HAYDEN

Its: AVP

Attest:

ILEEN A. MATTINGL

CYNTHIA LANGF

Its: OFFICER

State of Kentucky County of JEFFERSON

I, the undersigned, a Notary Public in and for County in the State aforesaid, DO HEREBY CERTIFY THAT: the persons whose names are subscribed to the foregoing instrument are personally known to me to be duly authorized officers or authorized agents of JPMORGAN CHASE BAN, N.A.

BANK ONE, N.A.

and THAT THEY appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument in writing as duly authorized agents of said corporation 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 their free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, the day and year first above written.

My Commission Expires:

This instrument was prepared by: C.R.ASH

After recording mail to: JPMorgan Chase Bank, N.A. PO BOX 32096 LOUISVILLE KY 40232-2096

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RECORDATION REQUESTED BY:

Bank One, NtA. with Columbus, Ohio as its main office Chicago Private Client Services LPO 120 S. LaSalle Street Chicago, IL 60670



Doc#: 0431345012

Eugene "Gene" Moore Fee: \$48.50 Cook County Recorder of Deeds Date: 11/08/2004 08:48 AM Pg: 1 of 13

WHEN RECORDED MAIL TO:

Wealth Management Loan Servicing D.O. Box 32096

Quisville, K.Y 40232-2096

300603000093318/1416

FOR RECORDER'S USE ONLY

This Mortgage prepared by:

AMY BERGRAN 120 S. LaSalls Street Chicago, IL 60670

MORTGAGE

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 \$90,000.00.

THIS MORTGAGE dated October 11, 2004, is made and exaconed between JOHN F. BARSELLA, INDIVIDUALLY, WHOSE ADDRESS IS 2600 NORTH SOUTHPORT #404, CHICAGO, IL 60614 (referred to below as "Grantor") and Bank One, N.A. with Columbus, Ohio as its main office, whose address is Chicago Private Client Services LPO, 120 S. LaSalle Street, Chicago, IL 60670 (referred to below as "Lender").

of Grantor's right, title, and interest in and to the following described real property, logather 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:

UNITS 404 AND G-64 IN AMHURST LOFT CONDOMINIUMS AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOTS 5, 12 TO 16 AND THAT PORTION OF THE EAST AND WEST 16 FOOT ALLEY LYING NORTH OF THE ADJOINING SAID LOT 5 AND THE NORTH AND SOUTH ALLEY LYING WEST OF AND ADJOINING LOTS 12 TO 16 BOTH ALLEYS VACATED BY ORDINANCE RECOROED AS DOCUMENT NO. 10186377, IN THE SUBDIVISION OF LOT 1 IN BLOCK 45 IN SHEFFIELDS ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT 'D' TO THE DECLARATION OF CONDOMINIUM RECORDED ON DECEMBER 28, 1989 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 89618047 TOGETHER WITH ITS UNDIVIDED

MY

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MORTGAGE (Continued)

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PERCENTAGE INTEREST IN THE COMMON ELEMENTS. SITUATED IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2600 NORTH SOUTHPORT #404, CHICAGO, IL 60614. The Real Property tax identification number is 14 29 302 214 1064, 14 29 302 214 1133

REVOLVING LINE OF CREDIT. Specifically, in addition to the amounts specified in the Indebtedness definition, and without limitation, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Borrower under the Credit Agreement, but also any future amounts which Lender may advance to Borrower 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 Borrower so long as Borrower complies with all the terms of the Credit Agreement and Related Documents. Such advances may be made, repaid, and remain 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, may temporary overages, other charges, and any amounts expended or advanced as provided in either the indectedness 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 this Mortgage 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 Foreign 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 ACPEEMENTS 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 STATUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREB' THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Crantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property (2) use, operate or manage the Property, and (3) collact the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws. (b) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall