

UNOFFICIAL COPY



NOTICE REQUIRED BY

AND RETURN TO:

Contractors Lien Services, Inc.
6315 N. Milwaukee Ave.
Chicago, IL 60646
773-594-9090
773-594-9094 fax
contractorslien@sbcglobal.net

Doc#: 0714350123 **Fee:** \$18.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 05/23/2007 03:36 PM Pg: 1 of 4

RELEASE OF LIEN CLAIM - INDIVIDUAL

State of Illinois

SS. County of **Cook**

**FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHOULD BE
FILED WITH THE RECORDER OF THE REGISTRAR OF TITLES IN
WHOSE OFFICE THE CLAIM FOR LIEN WAS FILED.**

To: Registrar of **Cook** County

The claimant, Contractors Lien Services Inc., for **Cezary Kulczynski**, located at 6315
N. Milwaukee, Chicago Illinois, 60646, hereby directs you to discharge and release of record the following lien:
Date Filed: **04/19/2007** Recorder File Number: **0710350025**

Original Claim of Lien filed on the **04/19/2007**, in the amount of \$ **15,000.00** dollars, for the value of
work, services, material or equipment, in accordance with a verbal, implied, and/or written contract between
claimant and **Trust 13900** and or his/her agent thereof. The registered owner of
the property upon which the lien was filed is **Trust 13900**, said property being
located in **Cook** County, Illinois, and being described as PIN: **13183000280000**.
Owner of Record **Trust 13900**

See attached Exhibit A for legal description of pro

Monday, May 14, 2007

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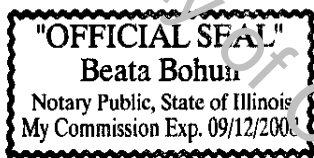
The claim has been fully paid/satisfied and settled by all interested parties and forfeited by Contractors Lien Services for claimant **Cezary Kulczynski**, in the total amount of \$ **17,917.97**

This the **14** day of **May, 2007**

Signed by: *Steven F. Boucher* Print Name/Title Steven F Boucher

State of Illinois
SS. County of **Cook**


The foregoing instrument was acknowledged before me this **14** day of **May, 2007**



Beata Bohun
Notary Public

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RECORDATION REQUESTED BY:
PARKWAY BANK & TRUST
CO.
4800 N. HARLEM AVE.
HARWOOD HEIGHTS, IL
60706


Doc#: 0501202059
Eugene "Gene" Moore Fee: \$52.00
Cook County Recorder of Deeds
Date: 01/12/2006 07:47 AM Pg: 1 of 16

WHEN RECORDED MAIL TO:
PARKWAY BANK & TRUST
CO.
4800 N. HARLEM AVE.
HARWOOD HEIGHTS, IL
60706

SEND TAX NOTICES TO:
Parkway Bank & Trust
Company, not Individually but
a/u/v/n 13900 dated 11/01/04
4800 N. Harlem Ave.
Harwood Heights, IL 60706

FOR RECORDER'S USE ONLY

8249548 PK

283

This Mortgage prepared by:

David Hyde
Parkway Bank & Trust Company
4800 N. Harlem Ave.
Harwood Heights, IL 60706

MORTGAGE

15LC

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 note amount of \$6,725,000.00.

THIS MORTGAGE dated November 5, 2004, is made and executed between Parkway Bank & Trust Company, not individually but a/u/v/n 13900 dated 11/01/04 (referred to below as "Grantor") and PARKWAY BANK & TRUST CO., whose address is 4800 N. HARLEM AVE., HARWOOD HEIGHTS, IL 60706 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to Grantor pursuant to a Trust Agreement dated November 1, 2004 and known as Parkway Bank & Trust Company, not individually but a/u/v/n 13900 dated 11/01/04, mortgages 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:

Lot 58 (except the South 20 feet thereof) and all of Lots 59 through 67 inclusive, all in Prassas and Katsigiannis Greater Harlem and Montross Avenue Subdivision of the North 727.30 feet of the West 1548.80 feet (except the East 5 acres and except the South 80 feet of the North 260 feet of the West 158 feet thereof) of the South 1/2 North of the Indian Boundary line of Section 18, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

BOX 333-CT

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Loan No: 11

**MORTGAGE
(Continued)**

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The Real Property or its address is commonly known as 4340-58 N. Neva Ave., Norridge, IL 60708. The Real Property tax identification number is 13-18-300-028-0000, 13-18-300-029-0000, 13-18-300-030-0000, 13-18-300-031-0000, 13-18-300-033-0000, 13-18-300-034-0000, 13-18-300-035-0000, 13-18-300-036-0000, 13-18-300-045-0000, 13-18-300-046-0000, 13-18-300-050-0000.

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 ANY AND ALL OBLIGATIONS UNDER 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 HEREBY. THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OF BORROWER'S OBLIGATIONS UNDER THAT CERTAIN CONSTRUCTION LOAN AGREEMENT BETWEEN BORROWER AND LENDER OF EVEN DATE HERewith. ANY EVENT OF DEFAULT UNDER THE CONSTRUCTION LOAN AGREEMENT, OR ANY OF THE RELATED DOCUMENTS REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor'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) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable 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