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Doc#: 0801618073 Fee: \$34.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/16/2008 03:45 PM Pg: 1 of 6

Recording Requested By
And When Recorded Return to:

McKenna Long & Aldridge LLP
303 Peachtree Street, NE, Suite 5300
Atlanta, Georgia 30308
Attention: Amanda C. Redick, Esq.

RELEASE

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.

WELLS FARGO BANK, N.A., F/K/A WELLS FARGO BANK MINNESOTA, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF J.P. MORGAN CHASE COMMERCIAL MORTGAGE SECURITIES CORP., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2002-CIBC4 ("Lender")

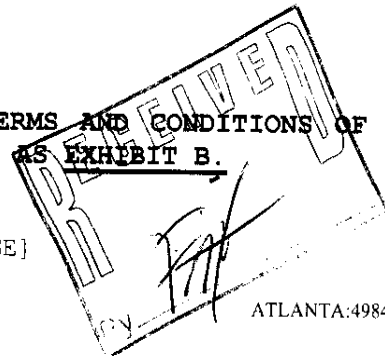
DOES HEREBY CERTIFY that a certain Mortgage, Security Agreement and Fixture Filing (the "Mortgage") dated the 15th day of October, 2001, originally made by Interpark Investors, LLC, an Illinois limited liability company ("Borrower") to Wells Fargo Bank, National Association, a national banking association ("Original Lender"), recorded as Document No. 0010979072 in the Office of the County Recorder of Deeds of Cook County, in the State of Illinois (the "Recording Office") and a certain Assignment of Leases and Rents (the "Assignment of Leases and Rents") dated the 15th day of October, 2001, originally made by Borrower to Original Lender, recorded as Document No. 0010979073 in the Recording Office, both as assigned to Morgan Guaranty Trust Company of New York, a New York Banking corporation by a certain Assignment of Mortgage, Security Agreement and Fixture Filing and Assignment of Leases and Rents dated the 16th day of October, 2001, recorded as Document No. 0011017927 in the Recording Office, and both as subsequently assigned to Lender pursuant to a certain Assignment of Mortgage and Security Agreement and Assignment of Assignment of Leases and Rents dated the 23rd day of July, 2002 and recorded as Document No. 0332815154 in the Recording Office are hereby released.

Legal description of premises (the "Property"):

See Attached Exhibit A.

THIS RELEASE IS ALSO MADE SUBJECT TO THE TERMS AND CONDITIONS OF THE RIDER ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT B.

[SIGNATURE ON NEXT PAGE]



1st AMERICAN TITLE order # 332433

DEC 28 6

J2.

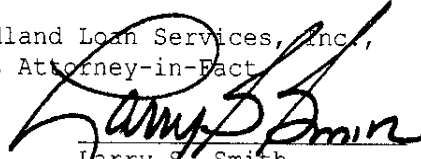
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IN WITNESS WHEREOF, Lender has executed this Release as of the 14 day of January 2008.

LENDER:

WELLS FARGO BANK, N.A., F/K/A WELLS FARGO BANK MINNESOTA, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF J.P. MORGAN CHASE COMMERCIAL MORTGAGE SECURITIES CORP., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2002-CIBC4, and not in its corporate capacity

By: Midland Loan Services, Inc.,
its Attorney-in-Fact

By: 
Larry S. Smith
Senior Vice President

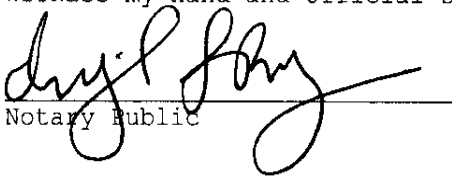
STATE OF Kansas

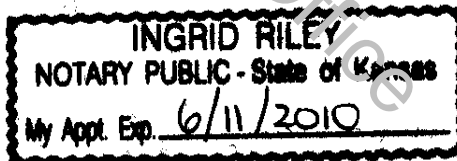
COUNTY OF Johnson

) SS

On January 14, 2008, before me, Ingrid L. Riley, a notary public in and for said State, personally appeared Larry S. Smith, the Senior Vice President of Midland Loan Services, Inc., as Attorney-in-Fact for WELLS FARGO BANK, N.A., F/K/A WELLS FARGO BANK MINNESOTA, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF J.P. MORGAN CHASE COMMERCIAL MORTGAGE SECURITIES CORP., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2002-CIBC4, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public



[SEAL]

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EXHIBIT A

LEGAL DESCRIPTION

All of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being described as follows:

PARCEL A

Lots 1 to 15, Lots 46 to 60, Lots 61 to 75 and Lots 106 to 120 in Chicago Forest Ridge Estate, being a subdivision of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 11, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL E

Easement appurtenant to and for the benefit of Parcel 1 aforesaid, as created by Grant of Easement dated July 19, 1989 and recorded October 24, 1989 as document 89504086 made by and between the City of Chicago, a municipal corporation, and Manufacturers Affiliated Trust Company, as Trustee under Trust Agreement dated November 12, 1986 and known as trust number 10058, for the purpose of constructing, reconstructing, maintaining and operating parking facilities and for ingress and egress on, over, and across and under the following described eleven (11) parcel of land, to wit:

PARCEL B-1

That part of the West Bryn Mawr Avenue, as dedicated in Chicago's Forest Ridge Estates, being a subdivision in the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 11, Township 40 North, Range 12, East of the Third Principal Meridian, described as follows:

Beginning at the Northwest corner of Lot 15 in said subdivision; thence Northerly along the Northerly extension of the West line of said lot for a distance of 10.00 feet; thence East parallel with the North line of Lots 11 to 15 in said subdivision for a distance of 197.02 feet; thence South at right angles thereto 10.00 feet; to the North line of said lots; thence West along said North line, 197.02 feet to the point of beginning, in Cook County, Illinois.

PARCEL B-2

That part of West Bryn Mawr Avenue, as dedicated in Chicago's Forest Ridge Estates, being a subdivision in the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 11, Township 40 North, Range 12, East of the Third Principal Meridian, described as follows:

Commencing at the Northeast corner of Lot 1 in said subdivision; thence West along the North line of said Lot for a distance of 6.46 feet to the point of beginning; thence West along said North line and the North line of Lots 2 to 10 in said Subdivision for a distance of 361.84 feet; thence North at right angles thereto, 10.00 feet; thence East at right angles thereto, 361.84 feet; thence South at right angles thereto, 10.00 feet to the point of beginning, in Cook County, Illinois.

PARCEL B-3

That part of North Oakview Avenue, as dedicated in Chicago's Forest Ridge Estates, being a subdivision in the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 11, Township 40 North, Range 12, East of the Third Principal Meridian, described as follows:

Commencing at the Northwest corner of Lot 15 in said Subdivision; thence South along the West line of said Lot for a distance of 20.39 feet; thence West at right angles thereto, 5.00 feet to the point of

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beginning; thence South at right angles thereto, 90.00 feet; thence West at right angles thereto, 17.68 feet; thence North at right angles thereto 90.00 feet; thence East at right angles thereto, 17.68 feet to the point of beginning, in Cook County, Illinois.

PARCEL B-4

That part of North Oakview Avenue, as dedicated in Chicago's Forest Ridge Estates, being a subdivision in the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 11, Township 40 North, Range 12, East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of Lot 46 in said Subdivision; thence North along the West line thereof 0.46 of a foot; thence West at right angles thereto, 5.00 feet to the point of beginning; thence North at right angles thereto, 81.42 feet; thence West at right angles thereto, 17.50 feet; thence South at right angles thereto, 81.42 feet; thence East at right angles thereto, 17.50 feet to the point of beginning, in Cook County, Illinois.

PARCEL B-5

That part of West Gregory Street, as dedicated in Chicago's Forest Ridge Estates, being a Subdivision in the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 11, Township 40 North, Range 12, East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of Lot 46 in said Subdivision; thence East along the South line thereof 19.10 feet; thence South at right angles thereto, 5.00 feet to the point of beginning; thence East at right angles thereto, 425.02 feet; thence South at right angles thereto, 17.70 feet; thence West at right angles thereto, 425.02 feet; thence North at right angles thereto, 17.70 feet to the point of beginning, in Cook County, Illinois.

PARCEL B-6

That part of West Gregory Street, as dedicated in Chicago's Forest Ridge Estates, being a Subdivision in the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 11, Township 40 North, Range 12, East of the Third Principal Meridian, described as follows:

Commencing at the Southeast corner of Lot 60 in said Subdivision; thence West along the South line thereof, 20.80 feet; thence South at right angles thereto, 4.80 feet to the point of beginning; thence West at right angles thereto, 95.20 feet; thence South at right angles thereto, 17.83 feet; thence East at right angles thereto, 95.20 feet; thence North at right angles thereto, 17.83 feet to the point of beginning, in Cook County, Illinois.

PARCEL B-7

That part of West Gregory Street, as dedicated in Chicago's Forest Ridge Estates, being a Subdivision in the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 11, Township 40 North, Range 12, East of the Third Principal Meridian, described as follows:

Commencing at the Northeast corner of Lot 61 in said Subdivision; thence West along the North line of said Lot for a distance of 18.89 feet; thence North at right angles thereto, 5.00 feet to the point of beginning; thence West at right angles thereto, 556.63 feet; thence North at right angles thereto, 17.50 feet; thence East at right angles thereto, 556.63 feet; thence South at right angles thereto, 17.50 feet to the point of beginning, in Cook County, Illinois.

UNOFFICIAL COPY**PARCEL B-8**

That part of North Oakview Avenue, as dedicated in Chicago's Forest Ridge Estates, being a Subdivision in the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 11, Township 40 North, Range 12, East of the Third Principal Meridian, described as follows:

Commencing at the Northwest corner of Lot 75 in said Subdivision; thence West along the Westerly extension of the North line of Lot 75 aforesaid, 4.70 feet to the point of beginning; thence South parallel with the West line of Lot 75 aforesaid, 82.70 feet; thence West at right angles thereto, 17.80 feet; thence North at right angles thereto, 82.70 feet; thence East at right angles thereto, 17.80 feet to the point of beginning, in Cook County, Illinois.

PARCEL B-9

That part of North Oakview Avenue, as dedicated in Chicago's Forest Ridge Estates, being a Subdivision in the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 11, Township 40 North, Range 12, East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of Lot 106 in said Subdivision; thence North along the West line thereof 27.04 feet; thence West at right angles thereto, 5.15 feet to the point of beginning; thence North at right angles thereto, 83.23 feet; thence West at right angles thereto, 17.76 feet; thence South at right angles thereto, 83.23 feet; thence East at right angles thereto, 17.76 feet to the point of beginning, in Cook County, Illinois.

PARCEL B-10

That part of West Catalpa Avenue, as dedicated in Chicago's Forest Ridge Estates, being a Subdivision in the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 11, Township 40 North, Range 12, East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of Lot 106 in said Subdivision; thence East along the South line thereof 4.40 feet to the point of beginning; thence East along the South line of Lots 106 to 110 in said Subdivision for a distance of 187.80 feet; thence South at right angles thereto, 13.79 feet; thence West at right angles thereto, 187.80 feet; thence North at right angles thereto, 13.79 feet to the point of beginning, in Cook County, Illinois.

PARCEL B-11

That part of West Catalpa Avenue, as dedicated in Chicago's Forest Ridge Estates, being a Subdivision in the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 11, Township 40 North, Range 12, East of the Third Principal Meridian, described as follows:

Commencing at the Southeast corner of Lot 120 in said Subdivision; thence West along the South line thereof, 24.23 feet to the point of beginning; thence South at right angles thereto, 13.73 feet; thence West at right angles thereto, 321.65 feet; thence North at right angles thereto, 13.73 feet to the South line of Lot 112 in said Subdivision; thence East along the South line of Lots 112 to 120 for a distance of 321.65 feet to the point of beginning, in Cook County, Illinois.

Tax Parcel No. 12-11-105-031-0000

Tax Parcel No. 12-11-107-031-0000

Commonly known as 8601-8623 W. Bryn Mawr Ave., 8600 - 8622 W. Catalpa Ave., Chicago, Illinois 60656

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EXHIBIT B

RIDER

Notwithstanding the release of the lien of the Mortgage and the Assignment of Leases and Rents from the Property as provided herein, that certain Fixed-Rate Note dated as of October 15, 2001 (the "Note"), in the original principal amount of \$10,125,000.00 from Borrower to Original Lender, as subsequently assigned to Lender, shall remain in full force and effect and is not cancelled, and all indemnities and other obligations under the Mortgage, which, by their terms, survive a release of the lien of the Mortgage shall remain in full force and effect and are not cancelled. The obligations of Borrower under the Note are being assumed by TDA-JPMC 2002-CIBC4, LLC, a Delaware limited liability company ("Successor Borrower"), pursuant to that certain Defeasance Assignment, Assumption and Release Agreement dated as of the date hereof by and among Lender, Successor Borrower, Borrower and the other parties signatory thereto.

Furthermore, notwithstanding anything to the contrary contained herein, the lien created against the Property is released in its entirety and in all respects, Lender shall have no continuing rights, interests or privileges whatsoever with respect to the Property, or any portion thereof, and Lender shall have no rights of action, foreclosure, recourse or otherwise whatsoever with respect to or against the Property, or any portion(s) thereof, from and after the date hereof, including, without limitation, arising from any purported breach or default by Lender or its successors or assigns of any obligations that purport to have survived the release made hereby.