Doc#: 0812741166 Fee: \$46.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 05/06/2008 04:08 PM Pg: 1 of 6

Prepared by & when recorded, return to:

Chicago Title #1107-0646-NJM 711 Third Ave, NY, NY 10017

Release, Satisfaction, Discharge, Termination;
Substitution of Trustee & Full Reconveyance;
Mortgage Satisfaction Piece (DE);
Quitclaim Doed and Release of Lien (GA);
Certificat: of Satisfaction (MD, VA);
Release of Lien (PA); and
Lost Mortgage Satisfaction with Alfidavit of Lost Mortgage (SC)
dated as of 1/2/108

[For multi-state use except LA & CC (v here public trustee)]

Whereas:

The undersigned is a national banking association organized under the laws of the Federal Republic of Germany, having a place of business at 150 East 42nd Street, 30th Floor, New York, NY 10017.

Whereas:

The undersigned is the bona fide owner and holder (or, if applicable, the successor in interest to the original owner and holder) of the indebtedness secured by those security instruments identified on Exhibit A hereto (hereinafter referred to individually as a "Security Instrument" and collectively as the "Security Instruments") encumbering the premises described therein (the "Premises").

Whereas:

As to those states (other than ID & NC) where a Security Instrument is a deed of trust or trust deed and the beneficiary is an institutional lender (e.g. federal or state chartered bank), the undersigned in its capacity as beneficiary, does hereby appoint and substitute itself as trustee thereunder.

WCP # 72602

Box 400 Habe

0812741166 Page: 2 of 6

UNOFFICIAL COPY

Whereas:

(a) as to those states where a Security Instrument is a deed of trust and the beneficiary is not an institutional lender (e.g. federal or state chartered bank), or (b) as to ID where a Security Instrument is a deed of trust, the undersigned in its capacity as beneficiary, appoints and substitutes Neal J. Miranda, c/o Chicago Title, 711 Third Ave, NY, NY 10017 as Substitute Trustee under the deed of trust, and beneficiary directs that Substitute Trustee join in this instrument solely to (a) reconvey the deed of trust and (b) release the Premises from the lien and effect of the deed of trust, and does hereby hold Substitute Trustee harmless from all loss or damage as a result thereof except in the event of the gross negligence or willful misconduct of Substitute Trustee.

Whereas-SC:

As to any Security Instrument recorded in SC, the undersigned, being duly sworn, states that the undersigned is the bona fide owner thereof and that the same has (a) not been assigned, hypothecated or otherwise disposed of and (b) been lost, destroyed or after diligent search cannot be found.

Whereas-NC:

As to any Security Instrumen, recorded in NC which is a deed of trust, this instrument is a Satisfaction of Security Instrument pursuant to G. S. 45-36.10 & G.S.45-37(a)(7) and (a) the undersigned is now the secured creditor in the Security Instrument which is a deed of trust, and (b) this Satisfaction of Security Instrument terminates the effectivenes, of the Security Instrument which is a deed of trust.

Whereas:

The undersigned, under penalty of perjury, asserts that reasonable care has been taken to redact any Social Security # / EIN # from this document, unless required by law to be set forth.

Now therefore-DE:

You are hereby requested and authorized to enter satisfaction of, and cancel of record, each Security Instrument.

Now therefore-PA:

As to each Security Instrument recorded in the Commonwealth of PA, this instrument is and shall operate as a release of lien and not as a satisfaction or discharge, and in consideration of the sum of \$1 and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the undersigned does hereby release the Premises from the lien and affect of each Security Instrument.

Now therefore:

As to each Security Instrument recorded in any state but for the Commonwealth of PA, (a) the undersigned certifies that the indebtedness secured by each Security Instrument has been fully paid, (b) the indersigned does hereby remise, release, quitclaim, grant and convey without warranty unto the owner the Premises encumbered by each Security Instrument, (c) the undersigned certifies that each Security Instrument is paid, canceled, satisfied in full, discharged, terminated and of no further force and effect, (d) the undersigned releases the Premises from the lien and effect of each Security Instrument and (e) the undersigned requests and authorizes the recording clerk to enter satisfaction of, and cancel of record, each Security Instrument.

0812741166 Page: 3 of 6

UNOFFICIAL COPY

Multi-State Corporate Execution and Acknowledgment:

In witness whereof, the undersigned, by its duly elected officer(s) (who for purposes of real property located in the District of Columbia, are hereby appointed as its attorneys-in-fact) and pursuant to proper authority of its board of directors has duly executed, acknowledged and delivered this instrument as of the day and year first above written.

Witness #1 as to Premises in CT, DE, FL, GA,	Entity:
LA, PA & SC:	
·	BAYERISCHE HYPO-UND VEREINSBANK
O'A of	AG, NEW YORK BRANCH, a national banking
(ul a)	association organized under the laws of the
Name: Kiles Greenan	Federal Republic of Germany, as administrative
' O.	agent for the Lenders
Witness #2 as to ?r mises in CT, DE, FL, GA,	
LA, PA & SC:	
1	By:
accision. 22Malt	-/m
Name: Alizan M. Wighi	Name: PAUL GEX
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Title: VP Director
Notary Public as to Premises in GA:	
	^
τ_{c}	NA
	LYIV
Notary Public	0, 1'5.
	Robert Fleisher
	Director
	0.
	1.0
	0.
	'Ca
	CV

0812741166 Page: 4 of 6

UNOFFICIAL COPY

County of New York, State of NY:	
Multi-State Corporate Execution and Acknowledgment:	
On $\frac{32}{15}$ 08, before me, the undersigned officer, personally appeared $\frac{1}{15}$	
personally known and acknowledged himself / herself to me (or proved to me on the basis of satisfactory	
evidence) to be the VP of the foregoing executing entity (hereinafter, the "Entity") and that as such officer,	
being duly sworn, and being authorized to do so pursuant to its bylaws or a resolution of its board of	
directors, executed, subscribed and acknowledged the due execution of the foregoing instrument for the	
purposes therein contained, by signing the name of the Entity by himself / herself in his / her authorized	
capacity as such officer as his / her free and voluntary act and deed and the free and voluntary act and deed	
of said Entity. WITNESS my hand and official seal.	
If this instrument was executed in NY or CA and affects real property outside NY or CA, the	
following is the prescribed NY and CA statutory form of acknowledgment and is supplemental to	
the foregoing acknowledgment, OR if this instrument was executed in NY or CA and affects real	
property in NY or CA, the following is the prescribed NY and CA statutory form of	
acknowledgment and supersedes the foregoing acknowledgment, OR if this instrument was	
executed outside NY or CA and affects real property inside NY or CA, the following is the	
prescribed NY and CA statutory form of acknowledgment and is supplemental to the foregoing	_
acknowledgment:	7
on 2 / 15 /08, before me, the indersigned officer, personally appeared that Flexible + Paul 6	9
who proved to me on the basis of satisfactory evidence to be the person(s) whose harnes(s) is/are	
subscribed to the within instrument and ac'no wledged to me that he/she/they executed the same in	
his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s),	
or the entity upon behalf of which the person(s) a ted, executed the instrument. I certify under PENALTY	
OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.	
WITNESS my hand and official seal.	
4hx	
Aileen Greenman	
Notary Public, State of New York	
3VO. UIG:K616.71.89	
My Commission Expires 5201	
4	
',0	
CA	

0812741166 Page: 5 of 6

UNOFFICIAL COPY

Exhibit A

[Security Instrument(s)]

The following Security Instrument(s) is/are recorded in the public records of the County of Cook, (Town of in CT only), State of IL:
Mortgage/Deed of Trust/Deed to Secure Debt (the "Mortgage")
Amount:
\$85,000,000.00
Mtgor/Trustor:
WCP Wireles: Lease Subsidiary LLC
Trustee (if any):
John A. Meuser
Mtgee/Benef/G'ee:
Bayerische Hypo-Und Verzinsbank AG, New York Branch, as Agent for the Lenders
Dated:
9/14/2007
Recorded:
10/18/2007
In/As:
Instrument No. 0 729106022
Amendment(s)/Modification(s) to the Mortgage [ast, if any] Dated: // Recorded://_ In/As: Assignment(s) of the Mortgage [list, if any] Dated://_ Recorded://_ Recorded://_ In/As:
Amendment(s)/Modification(s) to the Mortgage [ast, if any] Dated:
Recorded:
In/As:
III/185.
Assignment(s) of the Mortgage [list, if any]
Dated:
Recorded:
Recorded.
Recorded:
In/As:

0812741166 Page: 6 of 6

UNOFFICIAL COPY

SCHEDULE A Legal Description

LOTS 1, 2 AND 5, IN SELECT SUBDIVISION, BEING A SUBDIVISION OF PART OF LOT 2 IN GOUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, BANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GOOK COUNTY, ILLINOIS.

29-17-214-035 29-17-214-038 29-17-214-038 29-17-214-038 29-17-214-038