

# UNOFFICIAL COPY



Doc#: 0812741167 Fee: \$48.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/08/2008 04:09 PM Pg: 1 of 7

**Prepared by & when recorded, return to:**

Chicago Title #1207-0646-NJM  
711 Third Ave, NY, NY 10017

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**Release, Satisfaction, Discharge, Termination;  
Substitution of Trustee & Full Reconveyance;  
Mortgage Satisfaction Piece (DE);  
Quitclaim Deed and Release of Lien (GA);  
Certificate of Satisfaction (MD, VA);  
Release of Lien (PA); and  
Lost Mortgage Satisfaction with Affidavit of Lost Mortgage (SC)**  
dated as of 5/2 /08

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

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**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 42<sup>nd</sup> Street, 30<sup>th</sup> 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 # 74590

*Box 400 Hall*

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**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 Instrument 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 effectiveness 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.


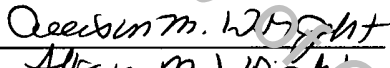


**Now therefore:**

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 undersigned 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.

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**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.

<p><b>Witness #1 as to Premises in CT, DE, FL, GA, LA, PA &amp; SC:</b></p> <p>  Name: <u>Aileen Greenman</u></p> <p><b>Witness #2 as to Premises in CT, DE, FL, GA, LA, PA &amp; SC:</b></p> <p>  Name: <u>Allison M. Wright</u></p> <p><b>Notary Public as to Premises in GA:</b></p> <p>_____  Notary Public</p>	<p><b>Entity:</b></p> <p><b>BAYERISCHE HYPO-UND VEREINSBANK AG, NEW YORK BRANCH</b>, a national banking association organized under the laws of the Federal Republic of Germany, as administrative agent for the Lenders</p> <p>By:   Name: <u>PAUL GEX</u>  Title: VP Director</p> <p>  <b>Robert Fleisher</b>  Director</p>
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County of New York, State of NY :

**Multi-State Corporate Execution and Acknowledgment:**

On 02 / 15 /08, before me, the undersigned officer, personally appeared Robert Fleisher Paul Gey 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:**

On 2 / 15 /08, before me, the undersigned officer, personally appeared Robert Fleisher + Paul Gey, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and in that his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, 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.

Aileen Greenman  
Notary Public

*Aileen Greenman*  
Notary Public, State of New York  
No. 01GR6167182  
Qualified in Erie County  
My Commission Expires 5/24 / 2011

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## Substitute Trustee Execution

### Transaction

Project Bluetooth #1207-0646

### Mtgor/Grantor/Trustor

Wireless Capital Partners, LLC or WCP Wireless Lease Subsidiary, LLC

### Beneficiary

Halifax PLC or Bayerische Hypo-und-Vereinsbank, New York Branch, as agent

### In witness whereof:

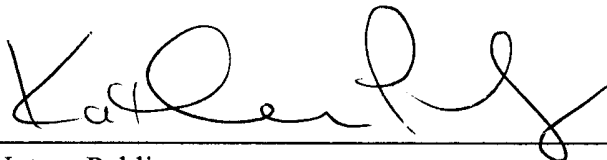
The undersigned, pursuant to appointment supra, hereby joins in this instrument solely to reconvey and release the deed of trust identified on Exhibit A hereto, and has duly executed, sealed, acknowledged and delivered this instrument as of the day and year first above written.



\_\_\_\_\_  
**Neal J. Miranda, as Substitute Trustee**

### County of NY, State of NY:

On 3/4/08, before me, the undersigned, a Notary Public in and for said State, personally appeared Neal J. Miranda, as Substitute Trustee, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he / she / they executed the same in his / her / their capacity(ies), and that by his / her / their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument. Witness my hand and official seal.



\_\_\_\_\_  
Notary Public

**KATHERINE PELAEZ**  
Notary Public, State of New York  
No. 01PE5014758  
Qualified in Nassau County  
Commission Expires January 27, 2010

County Clerk's Office

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## 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 Wireless Lease Subsidiary LLC

Trustee (if any):

John A. Meuser

Mtgee/Benef/G'ec.

Bayerische Hypo-Und Vereinsbank AG, New York Branch, as Agent for the Lenders

Dated:

5/18/2007

Recorded:

7/17/2007

In/As:

Instrument No. 0 719810036

**Amendment(s)/Modification(s) to the Mortgage [list, if any]**

Dated:

\_\_\_\_/\_\_\_\_/\_\_\_\_

Recorded:

\_\_\_\_/\_\_\_\_/\_\_\_\_

In/As:

\_\_\_\_\_

**Assignment(s) of the Mortgage [list, if any]**

Dated:

\_\_\_\_/\_\_\_\_/\_\_\_\_

Recorded:

\_\_\_\_/\_\_\_\_/\_\_\_\_

Recorded:

\_\_\_\_/\_\_\_\_/\_\_\_\_

In/As:

\_\_\_\_\_

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## SCHEDULE A Legal Description

THAT PART OF LOTS 9 TO 17 INCLUSIVE, AND THE 20 FOOT VACATED ALLEY EAST AND ADJOINING SAID LOTS 10 TO 17 IN BLOCK 32 IN NOTRE DAME ADDITION TO SOUTH CHICAGO, A SUBDIVISION OF THE SOUTH THREE-QUARTERS OF FRACTIONAL SECTION 7, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDENTED BOUNDARY LINE, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF SAID 20 FOOT VACATED ALLEY, A DISTANCE OF 106 FEET 4 INCHES NORTH OF THE SOUTH LINE OF LOT 21, EXTENDED EAST (BEING A POINT OF INTERSECTION OF THE SOUTH LINE OF THE ONE STORY BRICK BUILDING EXTENDING EAST TO THE EAST LINE OF THE SAID VACATED ALLEY) THENCE WESTERLY ALONG THE SOUTH LINE OF SAID ONE STORY BRICK BUILDING AND EXTENDED EAST TO THE 20 FOOT ALLEY A DISTANCE OF 76.00 FEET TO THE SOUTHWESTERN CORNER OF SAID BRICK BUILDING; THENCE NORTH ALONG THE WEST LINE OF SAID ONE STORY BRICK BUILDING, A DISTANCE OF 81 FEET 1 INCHES TO THE NORTHWESTERLY CORNER OF SAID BRICK BUILDING; THENCE EAST ALONG THE NORTH LINE OF SAID ONE STORY BRICK BUILDING TO ITS INTERSECTION WITH THE WEST LINE OF AN ADJOINING CONCRETE BLOCK BUILDING, NORTH ALONG THE WEST LINE OF SAID CONCRETE BLOCK BUILDING, A DISTANCE OF 38 FEET 10 INCHES TO A CORNER OF SAID CONCRETE BLOCK BUILDING EXTENDING WEST; THENCE WESTERLY ALONG THE SOUTHERN LINE OF SAID CONCRETE BLOCK BUILDING, A DISTANCE OF 25 FEET 9 INCHES TO ANOTHER CORNER OF SAID CONCRETE BLOCK BUILDING; THENCE NORTH ALONG THE WEST LINE OF SAID PORTION OF SAID CONCRETE BLOCK BUILDING, A DISTANCE OF 24 FEET 9 INCHES TO ANOTHER CORNER OF SAID BUILDING (WHICH IS ALSO A CORNER OF A ONE STORY BRICK BUILDING); THENCE WESTERLY ALONG SAID SOUTH LINE OF SAID ONE STORY BRICK BUILDING, A DISTANCE OF 44 FEET 10 INCHES TO THE SOUTHWEST CORNER OF SAID ONE STORY BRICK BUILDING; THENCE NORTH 15 FEET 3 INCHES TO THE NORTHWEST CORNER, BEING THE NORTH LINE OF SAID ONE STORY BRICK BUILDING; THENCE WESTERLY ALONG THE NORTH LINE OF SAID ONE STORY BRICK BUILDING EXTENDED, A DISTANCE OF 46 FEET 10 INCHES TO THE WEST LINE OF LOT 12 AFORESAID; THENCE ALONG THE WEST LINE OF SAID LOTS 12, 11, 10 AND 9 NORTH OF 0 DEGREES 0 MINUTES 0 SECONDS EAST, A DISTANCE OF 81.09 FEET; THENCE SOUTH 73 DEGREES 12 MINUTES 5 SECONDS EAST, A DISTANCE OF 26.11 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 9; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 9 AND THE SOUTHERLY LINE OF LOT 9 EXTENDED EASTERLY TO THE EAST LINE OF SAID 20 FOOT VACATED ALLEY SOUTH 89 DEGREES 32 MINUTES 19 SECONDS EAST, A DISTANCE OF 168.16 FEET; THENCE SOUTH ALONG THE EAST LINE OF THE VACATED ALLEY TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

26-07-303-003

26-07-303-004

26-07-303-016

26-07-303-022